Amendment No. 2
to
Contract No. NA180000105
for
Small Business Coaching and Technical Assistance
between
Peoplefund
and the
City of Austin

1.0 The City hereby exercises this Unilateral Extension Option for the subject contract. This extension option will be effective June 21, 2021 through June 202, 2022. One (1) option will remain.

2.0 The total contract amount is increased by $79,500.00 by this extension period. The total contract authorization is recapped below:

Action	Action Amount	Total Contract Amount
Initial Term: 06/21/2018 – 06/20/2020	$159,000.00	$159,000.00
Amendment No. 1: Option 1-Extension 06/21/2020 – 06/20/2021	$79,500.00	$238,500.00
Amendment no. 2 – Option 2: Extension 06/21/2021 – 06/20/2022	$79,500.00	$318,000.00

3.0 By signing this Amendment, the City of Austin confirms that the vendor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the GSA List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.

4.0 All other terms and conditions remain the same.

BY THE SIGNATURE affixed below, this amendment is hereby incorporated into and made a part of the above-referenced contract.

Printed Name:

Authorized Representative

Sign/Date: Brenita Y. Wilkison Digitally signed by Brenita Y. Wilkison Date: 2021.03.09 08:04:20 -06'00'

Brenita Wilkison
Procurement Specialist III

City of Austin
Purchasing Office
124 W. 8th Street, Ste. 310
Austin, Texas 78701

Amendment No. 1
to
Contract No. NA180000105
for
Small Business Coaching and Technical Assistance
between
Peoplefund
and the
City of Austin

1.0 The City hereby exercises this Unilateral Extension Option for the subject contract. This extension option will be effective June 21, 2020 through June 20, 2021. Two (2) options will remain.

2.0 The total contract amount is increased by $79,500 by this extension period. The total contract authorization is recapped below:

Action	Action Amount	Total Contract Amount
Initial Term: 06/21/2018 – 06/20/2020	$159,000.00	$159,000.00
Amendment No. 1: Option 1-Extension 06/21/2020 – 06/20/2021	$79,500.00	$238,500.00

3.0 By signing this Amendment, the City of Austin confirms that the vendor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the GSA List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.

4.0 All other terms and conditions remain the same.

BY THE SIGNATURE affixed below, this amendment is hereby incorporated into and made a part of the above-referenced contract.

Printed Name: Brenita Wilkison
Authorized Representative

Sign/Date: 3/13/2020

Brenita Wilkison
Procurement Specialist III

City of Austin
Purchasing Office
124 W. 8th Street, Ste. 310
Austin, Texas 78701

City of Austin

Purchasing Office

P.O. Box 1088, Austin, TX 78767

June 21, 2018

PeopleFund
Amber Kani
Director of Advancement & Education
2921 E. 17th Street, Bldg D
Austin, TX 78702
akani@peoplefund.org

Dear Amber:

The Austin City Council approved the execution of a contract with your company for Small Business Coaching and Technical Assistance in accordance with the referenced solicitation.

Responsible Department:	FSD
Department Contact Person:	Blake Smith
Department Contact Email Address:	Blake.Smith@austintexas.gov
Department Contact Telephone:	512-974-7618
Project Name:	Small Business Coaching and Technical Assistance
Contractor Name:	PeopleFund
Contract Number:	MA 5500 NA180000105
Contract Period:	6/21/2018-06/20/2020 for initial term
Dollar Amount	$159,000 for initial term, up to $238,500 for 36 months
Extension Options:	Three 12-month extension options
Requisition Number:	RQM 5500 17082300733
Solicitation Type & Number:	RFP 5500 EAL0300
Agenda Item Number:	40
Council Approval Date:	06/14/2018

Thank you for your interest in doing business with the City of Austin. If you have any questions regarding this contract, please contact the person referenced under Department Contact Person.

Sincerely,

Liz Lock
Procurement Specialist II
City of Austin
Purchasing Office

cc: Blake Smith

CONTRACT BETWEEN THE CITY OF AUSTIN ("City")
AND
PeopleFund ("Contractor")
for
Small Business Coaching and Technical Assistance
MA 5500 NA180000105

The City accepts the Contractor's Offer (as referenced in Section 1.1.3 below) for the above requirement and enters into the following Contract.

This Contract is between PeopleFund having offices at 2921 E. 17th Street, Bldg D, Austin, TX 78702 and the City, a home-rule municipality incorporated by the State of Texas, and is effective as of the date executed by the City ("Effective Date").

Capitalized terms used but not defined herein have the meanings given them in Solicitation Number RFP 5500 EAL0300.

1.1 **This Contract is composed of the following documents:**

1.1.1 This Contract

1.1.2 The City's Solicitation, RFP 5500 EAL0300 including all documents incorporated by reference

1.1.3 PeopleFund Best and Final Offer, dated March 28, 2018

1.1.4 PeopleFund Offer, dated November 17, 2017, including subsequent clarifications dated March 14, 2018

1.2 **Order of Precedence.** Any inconsistency or conflict in the Contract documents shall be resolved by giving precedence in the following order:

1.2.1 This Contract

1.2.2 The City's Solicitation as referenced in Section 1.1.2, including all documents incorporated by reference

1.2.3 The Contractor's Best and Final Offer as referenced in Section 1.1.3

1.2.4 The Contractor's Offer as referenced in Section 1.1.4, including subsequent clarifications.

1.3 **Term of Contract**

1.3.1 **Term of Contract**. The Contract shall commence upon execution, unless otherwise specified, and shall remain in effect for an initial term of twenty-four (24) months. The Contract may be extended automatically beyond the initial term for up to 3 additional twelve (12) month periods at the City's sole option unless the Contractor is notified in writing no less than 90 days prior to the contract's expiration.

1.3.1.1 If the City exercises any extension option, all terms, conditions, and provisions of the Contract shall remain in effect for that extension period, subject only to any economic price adjustment otherwise allowed under the Contract.

1.3.1.2 Upon expiration of the initial term or any period of extension, the Contractor agrees to hold over under the terms and conditions of this Contract for such a period of time as is reasonably necessary for the City to re-solicit and/or complete the deliverables due under the Contract (not to exceed 120 calendar days unless mutually agreed to in writing).

1.3.1.3 This is a twenty-four (24) month Contract. Prices are firm for the first twenty-four (24) months.

1.4 **Compensation.** The Contractor shall be paid a total Not-to-Exceed amount of $159,000 for the initial Contract term and $79,500 for each extension option as indicated in the Bid Sheet, RFP Section 0600. Payment shall be made upon successful completion of services as outlined in each individual Delivery Order.

1.5 **Quantity of Work.** There is no guaranteed quantity of work for the period of the Contract and there are no minimum order quantities. Work will be on an as needed basis as specified by the City for each Delivery Order

1.6 **Clarifications and Additional Agreements.** The following are incorporated into the Contract.

1.6.1 PeopleFund Extension of Offer

1.6.2 Form 1295

This Contract (including any Exhibits) constitutes the entire agreement of the parties regarding the subject matter of this Contract and supersedes all prior and contemporaneous agreements and understandings, whether written or oral, relating to such subject matter. This Contract may be altered, amended, or modified only by a written instrument signed by the duly authorized representatives of both parties.

In witness whereof, the parties have caused a duly authorized representative to execute this Contract on the date set forth below.

PeopleFund

Amber M. Kani
Printed Name of Authorized Person

Amber Kani
Signature

Director of Advancement & Education
Title:

June 11, 2018
Date:

CITY OF AUSTIN

Liz Lock
Printed Name of Authorized Person

E Lock
Signature

Procurement Specialist II
Title:

6/20/2018
Date:

PeopleFund
Creating Opportunity

June 11, 2018

To: City of Austin Procurement

From: PeopleFund

Re: Approval of Extension of Offer

Dear Ms. Lock,

This memo acknowledges that PeopleFund accepts the extension of our offer period for RFP 5500 EAL0300. We understand the 280 day acceptance period for 280 days subsequent to the solicitation close. We look forward to providing technical assistance and support to small business owners through this opportunity.

Sincerely,

Amber Kani

Director of Advancement & Education

PeopleFund

512.222.1006 | amber@peoplefund.rg

Austin: 2921 E. 17th St. Bldg. D Ste. 1| Austin, TX 78702 | **El Paso:** 6070 Gateway East # 105E l El Paso, TX 79905
Fort Worth: 1150 South Freeway, Ste. 106 | Fort Worth, TX 76104 | **Rio Grande Valley:** 801 N. Bryan Rd., Ste. 167 l Mission, TX 78572
San Antonio: 2300 W. Commerce St. Ste. 309 | San Antonio, TX 78207 | **Houston:** 2101 South St. Ste. 127 | Houston, TX 77009
Dallas: Bill J. Priest Institute 1402 Corinth St., Ste. 130 l Dallas, TX 75215 | **Dallas:** 2801 Swiss Ave. Ste. 120 | Dallas, TX 75204

1-888-222-0017 | www.peoplefund.org | @PeopleFund | info@peoplefund.org

PeopleFund
Creating Opportunity

PeopleFund Proposal to the City of Austin
RFP5500 EAL0300 – Small Business Coaching and Technical Assistance

Executive Summary

About PeopleFund

The PeopleFund mission is to create economic opportunity and financial stability for underserved people by providing access to capital, education and resources to build healthy small businesses. We work with minorities, women, veterans, and low income entrepreneurs to build a path to prosperity and the American dream. Through access to small business capital and free business education, we inspire, educate, fund, and elevate some of our community's most vulnerable populations. Our clients are underserved and disenfranchised populations, and nearly all have been abandoned by the financial mainstream. By building their credit and business expertise, we create thriving communities around small businesses that bring valuable goods and services to areas traditionally neglected by economic development. Our clients span the industry spectrum, including construction, manufacturing, education and family support, affordable housing, technology, green and sustainable enterprises, healthcare, arts and culture, retail, and professional services. They are proud, determined entrepreneurs looking for a ladder out of poverty, and PeopleFund provides a step up as they climb.

Who We Serve

Despite perceived resilience, low income families, minorities, veterans, and women entrepreneurs continue to experience economic and social disadvantages in Austin, resulting in expansive need for our products and services. As stated in PeopleFund's mission statement, our organization has a dedication to provide opportunities to underserved populations in Central Texas to enable them with access to capital and the business savvy to succeed in their enterprise. Rising housing prices and a targeted job market combine to create historic cycles of poverty and that leave many entrepreneurs behind. Abandoned by the financial mainstream, many startup business owners lack traditional lending thresholds, lack sufficient collateral or cash flow for repayment, low credit scores, request loan amounts too small or too high, or are not deemed ready to borrow because of a lack of historical financial information, or face substantial socioeconomic prejudices from financial institutions. Stepping in to fill the financing gap and provide an educational path forward, PeopleFund elevates these communities by providing a hand up rather than a hand out.

This Proposal

PeopleFund respectfully submits a proposal to work with the City of Austin SBP to produce tangible results benefitting entrepreneurs and Austin residents alike. Small businesses are the engines that power our economy. They create jobs, invest money in our community and break the cycle of poverty. Small business revenue elevates the business owners, their families, and their communities. When small businesses win, we all win. However, according to a report presented at the Small Business and Entrepreneurship forum hosted by the Board of Governors of the Federal Reserve System, lending to small businesses by major banks remains limited, and as such, access to capital remains the biggest obstacle to growth and job creation for the majority of small business owners.

Through this program, PeopleFund will offer tailored technical assistance necessary to create jobs and build businesses so they can attract investment, scale services, and enhance the vibrancy of our local economy. PeopleFund was created two decades ago with the City of Austin, and our historic relationship has attracted community and economic development to forgotten areas of East Austin and supported economic mobility for families throughout our city. Our staff, passionately committed to social and economic justice, live and work in East Austin, and look forward to leveraging our existing partnership with Huston Tillotson and the City to expand the ecosystem of support for small business owners in our community.

PeopleFund already has an internal infrastructure to evaluate business plans, support startup entrepreneurs, build education plans and solid business guidance, and ready entrepreneurs for capital. PeopleFund's education team have served as mentors for the City of Austin in the past (both through NHCD and SBP), and we have strong support from our governing board, advisory committees, volunteer network, and storied community presence. With secure, streamlined databases and impact measurement systems, we can readily share information and shape future programming. PeopleFund has not charged for any educational programming or technical assistance in the last two years, and began phasing out education revenue streams in 2012. Small business owners know they can rely on PeopleFund to obtain support, advice, and mentorship without a fee. We also have a wide range of supplemental services to ensure the small business owners supported within this scope of work can achieve success: coworking within our headquarters, technology tools like photography equipment and graphic design, business plan templates, and round the clock access to our online education portal – all to ensure entrepreneurs within this program can access their piece of the American Dream.

We look forward to working with the city of Austin SBP to reach entrepreneurs where they are with the type of education they need.

Summary of Costs and Service Delivery

Total Cost (based on 60 hours per month) $79,500

PeopleFund anticipates the total cost for the program will be ~$80,000, with an average anticipated cost of 60 hours per month and 75 hours of initial program setup. The service rate is $100 per hour, and includes direct service provision from PeopleFund 's education, lending, and leadership teams. As indicated within the proposal, the rate is inclusive of all travel, fees, and incurred costs.

PeopleFund
Creating Opportunity

PeopleFund Proposal to the City of Austin
RFP5500 EAL0300 – Small Business Coaching and Technical Assistance

Material Summary of Contents

PeopleFund
Creating Opportunity

PeopleFund Proposal to the City of Austin
RFP5500 EAL0300 – Small Business Coaching and Technical Assistance

Section 1

PeopleFund
Creating Opportunity

PeopleFund Proposal to the City of Austin
RFP5500 EAL0300 – Small Business Coaching and Technical Assistance

A. City of Austin Purchasing Documentation

i. Addendums
ii. Offer and Award Sheet
iii. Local Business Presence Identification Form
iv. Reference Sheet
v. Non-Discrimination and Non-Retaliation Certification
vi. Non-Resident Bidder Provisions
vii. Service-Disabled Veteran Business Enterprise
viii. Subcontracting/Sub-Consulting Utilization Form
ix. Subcontracting/Sub-Consulting Utilization Plan
x. Attachment A (Exception Form)

ADDENDUM
PURCHASING OFFICE
CITY OF AUSTIN, TEXAS

Solicitation: RFP 5500 EAL0300 **Addendum No: 1** **Date of Addendum: 11/06/17**

This addendum is to incorporate the following changes to the above referenced solicitation:

I. **Clarifications:** Replaced PAC1 file updating Offer Sheet, Page 1 of 3, with the revised proposal due date and proposal opening date.

II. **Extension:** The proposal due date is hereby extended until Tuesday, November 28, 2017 at 2:00 pm CST.

III. ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

APPROVED BY: E Lock
Liz Lock, Procurement Specialist II
Purchasing Office, 512-974-2034

11/6/17
Date

ACKNOWLEDGED BY:

Amber Kani
Name

Amber Kani
Authorized Signature

11/17/17
Date

RETURN ONE COPY OF THIS ADDENDUM TO THE PURCHASING OFFICE, CITY OF AUSTIN, WITH YOUR RESPONSE OR PRIOR TO THE SOLICIATION CLOSING DATE. FAILURE TO DO SO MAY CONSTITUTE GROUNDS FOR REJECTION.

ADDENDUM
PURCHASING OFFICE
CITY OF AUSTIN, TEXAS

Solicitation: RFP 5500 EAL0300 **Addendum No: 2** **Date of Addendum: 11/15/17**

This addendum is to incorporate the following changes to the above referenced solicitation:

I. Clarifications:

a. Program changes for the Service-Disabled Veteran Business Enterprise are updated in PAC documents. The documents updated are Section 0200-Standard Solicitation Instructions, Section 0400- Supplemental Purchase Provisions, Section 0600-Proposal Preparation Instructions and Evaluation Factors, and the Section 0840-SDVBE Preference Form. The PAC document and 0600 attachments have been replaced with the current version.

b. Program changes for exercising extension options are updated in PAC documents. Section 0400- Supplemental Purchase Provisions, 4.0- Terms of Contract, A- language has been replaced.

II. Questions and Answers:

Q1- Regarding subcontractors, can we put this information in our application or do we have to do a procurement process for subcontractors either now or afterwards?

A1- You will need to complete Section 0900 and 0905 and contact SMBR (512-974-7600 or SMBRComplianceDocuments@austintexas.gov) if you have any questions.

Q2- What is the Department's expectation of weekly hours to spend with the client?

A2- Your proposal should tell us how many hours you can deliver based on our projected budget of $90,000 per 12 month contract period. An estimate would be 20-30 hours per week but that will vary.

Q3- When a client is referred by the City to the Contractor is there a recommended time given of how much the Contractor should work with the Client?

A3- No, it is not limited unless the Client is outside of the Austin City Limits and then it would be a maximum of four (4) hours. They would also have to be within the five (5) county area. If the Client needs an excessive amount of hours the City asks that the Contractor notify the City with an explanation of why the additional hours are required. Loan packaging assistance may not exceed five (5) hours without written permission from the City.

Q4- Will the City screen the clients before they are sent to the Contractor?

A4- The City receives intake information from the BizAid classes but Clients are not screened.

Q5- Can the Contractor bill the City for services that are not included in the Scope of Work?

A5- No, the City will only pay for services included in the Scope of Work (i.e. one-on-one coaching and technical assistance).

Q6- Can the Contractor charge the clients for any services provided?

A6- The contractor may not charge clients for services provided that are within this Scope of Work, or sell services to clients, or enter into any type of business arrangement with clients while the contract is active. However, if a client chooses to enroll in a class or other educational program offered by the Contractor that is outside this Scope of Work and non-competing, the Contractor may charge the client its normal enrollment fee for the class or program.

Q7- Is there an incumbent vendor and if so, who?

A7- There is not currently a contract for these services. The Contractor for the previous contract was BCL of Texas.

Q8- Can you explain what is required for the Work Plan?

A8- The City expects work to begin within thirty (30) days after contract execution. What steps will the Contractor take to execute that? Refer to Section 0600, F-Work Plan to see minimum criteria what shall be included in your Proposal.

Q9- Regarding reporting on job creation, when do the jobs need to be created by and where do we report that?

A9- They can be turned in during the term of the contract. Usually a confirmation, via email, from the business owner is all that is required for confirmation.

Q10- Regarding financial readiness, how detailed do they need to be and are there any confidentiality issues?

A10- The City is part of the confidentiality agreement because we pay for providing the service to the client. The Contractor will provide a report for the Client to use as a reference guide to understand the steps they need to take to become bankable, and a copy of this report will be submitted to the City as backup. The copy of the report submitted to the City does not need to be extremely detailed, such as a copy of a credit report, but we need an understanding of the work performed, such as any potential problems identified and how that is being handled.

Q11- Does the City require resumes of volunteers?

A11- The City requires resumes of any individual assigned who is working directly with Clients, or data collection or processing, or reporting to the City.

Q12- How will the services of the Contractor be evaluated at the end of the contract?

A12- We look at milestones achieved of the overall program, but there are not dollars attached to specific deliverables (other than service hours delivered) in the contract. We understand that some targets may be exceeded while others are not met due to the mix of clients served and their needs.

Q13- How does one become listed as a subcontractor?

A13- Email your information that is listed on Vendor Registration (such as business name, commodity codes that you provide, contact information) to one of the authorized contacts on this solicitation and we can ensure you are on the list of subcontractors, associated with the commodity code on this solicitation. As mentioned in Q&A 1, please contact SMBR with any questions regarding subcontracting as well.

Q14- Is the City only looking for start-up coaching and technical assistance?

A14- No, the City is looking for start-up as well as help for active businesses that are still in the early phases of business.

III. **Additional Information:** Pre-proposal meeting sign in sheet attached.

IV. ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

APPROVED BY: E Lock
Liz Lock, Procurement Specialist II
Purchasing Office, 512-974-2034

11/15/17
Date

ACKNOWLEDGED BY:

Amber Kani	Amber Kani	11/17/17
Name	Authorized Signature	Date

RETURN ONE COPY OF THIS ADDENDUM TO THE PURCHASING OFFICE, CITY OF AUSTIN, WITH YOUR RESPONSE OR PRIOR TO THE SOLICIATION CLOSING DATE. FAILURE TO DO SO MAY CONSTITUTE GROUNDS FOR REJECTION.

ADDENDUM
PURCHASING OFFICE
CITY OF AUSTIN, TEXAS

Solicitation: RFP 5500 EAL0300 Addendum No: 3 Date of Addendum: 11/21/17

This addendum is to incorporate the following changes to the above referenced solicitation:

I. <u>Questions and Answers:</u>

Q1- How will clients be referred to the Contractor?

A1- The City requires clients to take a class offered by its Small Business Program (SBP) called BizAid Orientation before they are eligible to receive coaching services. The Contractor is required to attend the BizAid Orientation classes and can schedule appointments with attendees at the class. Clients will also be referred by SBP staff. These clients will have taken the BizAid Orientation class. Staff will give the Contractor's contact information and will send the Contractor an email notifying them of the referral.

Q2- How can we determine if the client is not referred by the City?

A2- All clients should be scheduled by the Contractor at BizAid or have a matching referral email from City staff. If there is a doubt, contact the Contract Manager.

Q3- How long does the City take to select a Contractor for this project and execute the contract?

A3- There are many factors which may change the execution date of this contract. On the current timeline the solicitation would be reviewed by Council in March and a contract signed and executed in April.

Q4- How is the Contractor expected to document the items on 3.1 Billable Services (Scope of Work)?

A4- Contractor will enter descriptions of the work performed in the City's web-based data collection system for this program. The City will train the Contractor on its use. In some cases additional documentation may be required, which will be determined by the Contract Manger.

Q5- On 3.3.3 (Scope of Work) it mentions the Contractor shall attend "bi-weekly" BizAid classes. Is this twice a week or twice a month?

A5- The BizAid classes are held every two weeks.

II. ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

APPROVED BY: E Lock ______________________ 11/21/17
Liz Lock, Procurement Specialist II — Date
Purchasing Office, 512-974-2034

ACKNOWLEDGED BY:

Julia Dunn	Julia Dunn	11/21/17
Name	Authorized Signature	Date

<u>RETURN ONE COPY OF THIS ADDENDUM</u> TO THE PURCHASING OFFICE, CITY OF AUSTIN, WITH YOUR RESPONSE OR PRIOR TO THE SOLICIATION CLOSING DATE. FAILURE TO DO SO MAY CONSTITUTE GROUNDS FOR REJECTION.

CITY OF AUSTIN, TEXAS

Purchasing Office

REQUEST FOR PROPOSAL (RFP)

OFFER SHEET

SOLICITATION NO: RFP 5500 EAL0300

DATE ISSUED: October 30, 2017

REQUISITION NO.: RQM 5500 17082300733

COMMODITY CODE: 91838

COMMODITY/SERVICE DESCRIPTION: Small Business Coaching and Technical Assistance

PRE-PROPOSAL CONFERENCE TIME AND DATE: 2:00pm CST on Monday November 13, 2017

LOCATION: 124 W. 8th Street, TARA Conference Room (2nd Floor), Austin, TX 78701
Call in by dialing (512)974-9300, participation code 153191

FOR CONTRACTUAL AND TECHNICAL ISSUES CONTACT THE FOLLOWING AUTHORIZED CONTACT PERSON:

Liz Lock
Procurement Specialist II

Phone: (512) 974-2034
E-Mail: Liz.Lock@austintexas.gov

Claudia Rodriquez
Procurement Specialist IV

Phone: (512) 974-2959
E-Mail: ClaudiaR.Rodriquez@austintexas.gov

PROPOSAL DUE PRIOR TO: 2:00pm CST on Tuesday November 28, 2017

PROPOSAL OPENING TIME AND DATE: 3:00pm CST on Tuesday November 28, 2017
LOCATION: MUNICIPAL BUILDING, 124 W 8th STREET
RM 308, AUSTIN, TEXAS 78701

LIVE SOLICITATION OPENING ONLINE: For RFP's, only the names of respondents will be read aloud

For information on how to attend the Solicitation Closing online, please select this link:

http://www.austintexas.gov/department/bid-opening-webinars

When submitting a sealed Offer and/or Compliance Plan, use the proper address for the type of service desired, as shown below:

Address for US Mail (Only)	Address for FedEx, UPS, Hand Delivery or Courier Service
City of Austin	City of Austin, Municipal Building
Purchasing Office-Response Enclosed for Solicitation # EAL0300	Purchasing Office-Response Enclosed for Solicitation # EAL0300
P.O. Box 1088	124 W 8th Street, Rm 308
Austin, Texas 78767-8845	Austin, Texas 78701
	Reception Phone: (512) 974-2500

NOTE: Offers must be received and time stamped in the Purchasing Office prior to the Due Date and Time. It is the responsibility of the Offeror to ensure that their Offer arrives at the receptionist's desk in the Purchasing Office prior to the time and date indicated. Arrival at the City's mailroom, mail terminal, or post office box will not constitute the Offer arriving on time. See Section 0200 for additional solicitation instructions.

All Offers (including Compliance Plans) that are not submitted in a sealed envelope or container will not be considered.

SUBMIT 1 ORIGINAL AND 1 ELECTRONIC COPY ON A FLASH DRIVE OF YOUR RESPONSE

*****SIGNATURE FOR SUBMITTAL REQUIRED ON PAGE 3 OF THIS DOCUMENT*****

This solicitation is comprised of the following required sections. Please ensure to carefully read each section including those incorporated by reference. By signing this document, you are agreeing to all the items contained herein and will be bound to all terms.

SECTION NO.	TITLE	PAGES
0100	STANDARD PURCHASE DEFINITIONS	*
0200	STANDARD SOLICITATION INSTRUCTIONS	*
0300	STANDARD PURCHASE TERMS AND CONDITIONS	*
0400	SUPPLEMENTAL PURCHASE PROVISIONS	7
0500	SCOPE OF WORK	6
0600	PROPOSAL PREPARATION INSTRUCTIONS & EVALUATION FACTORS	6
0605	LOCAL BUSINESS PRESENCE IDENTIFICATION FORM – Complete and return	2
0700	REFERENCE SHEET – Complete and return if required	2
0800	NON-DISCRIMINATION AND NON-RETALIATION CERTIFICATION–Complete and return	2
0805	NON-SUSPENSION OR DEBARMENT CERTIFICATION	*
0810	NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING CERTIFICATION	*
0835	NONRESIDENT BIDDER PROVISIONS – Complete and return	1
0840	SERVICE-DISABLED VETERAN BUSINESS ENTERPRISE – Complete and return	1
0900	SUBCONTRACTING/SUB-CONSULTING UTILIZATION FORM – Complete & return	1
0905	SUBCONTRACTING/SUB-CONSULTING UTILIZATION PLAN – Complete and return if applicable	3
Attachment A	EXCEPTIONS- Complete and return if applicable	1

*** Documents are hereby incorporated into this Solicitation by reference, with the same force and effect as if they were incorporated in full text. The full text versions of the * Sections are available on the Internet at the following online address:**

http://www.austintexas.gov/financeonline/vendor_connection/index.cfm#STANDARDBIDDOCUMENTS

If you do not have access to the Internet, you may obtain a copy of these Sections from the City of Austin Purchasing Office located in the Municipal Building, 124 West 8th Street, Room #308 Austin, Texas 78701; phone (512) 974-2500. Please have the Solicitation number available so that the staff can select the proper documents. These documents can be mailed, expressed mailed, or faxed to you.

INTERESTED PARTIES DISCLOSURE

In addition, Section 2252.908 of the Texas Government Code requires the successful offeror to complete a Form 1295 "Certificate of Interested Parties" that is signed and notarized for a contract award requiring council authorization. The "Certificate of Interested Parties" form must be completed on the Texas Ethics Commission website, printed, signed and submitted to the City by

<u>the authorized agent of the Business Entity with acknowledgment that disclosure is made under oath and under penalty of perjury prior to final contract execution.</u>

https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

<u>The undersigned, by his/her signature, represents that he/she is submitting a binding offer and is authorized to bind the respondent to fully comply with the solicitation document contained herein. The Respondent, by submitting and signing below, acknowledges that he/she has received and read the entire document packet sections defined above including all documents incorporated by reference, and agrees to be bound by the terms therein.</u>

Company Name:	PeopleFund
Company Address:	2921 E. 17th Bldg. D, Ste. 1
City, State, Zip:	Austin, TX 78702
Federal Tax ID No.	
Printed Name of Officer or Authorized Representative:	Amber M. Kani
Title:	Director of Advancement & Education
Signature of Officer or Authorized Representative:	Amber Kani
Date:	11/17/2017
Email Address:	akani@peoplefund.org
Phone Number:	512-222-1006

<u>* Proposal response must be submitted with this signed Offer sheet to be considered for award</u>

CITY OF AUSTIN
PURCHASING OFFICE
STANDARD PURCHASE TERMS AND CONDITIONS

By submitting an Offer in response to the Solicitation, the Contractor agrees that the Contract shall be governed by the following terms and conditions. Unless otherwise specified in the Contract, Sections 3, 4, 5, 6, 7, 8, 20, 21, and 36 shall apply only to a Solicitation to purchase Goods, and Sections 9, 10, 11 and 22 shall apply only to a Solicitation to purchase Services to be performed principally at the City's premises or on public rights-of-way.

1. **CONTRACTOR'S OBLIGATIONS**. The Contractor shall fully and timely provide all Deliverables described in the Solicitation and in the Contractor's Offer in strict accordance with the terms, covenants, and conditions of the Contract and all applicable Federal, State, and local laws, rules, and regulations.

2. **EFFECTIVE DATE/TERM**. Unless otherwise specified in the Solicitation, this Contract shall be effective as of the date the contract is signed by the City, and shall continue in effect until all obligations are performed in accordance with the Contract.

3. **CONTRACTOR TO PACKAGE DELIVERABLES**: The Contractor will package Deliverables in accordance with good commercial practice and shall include a packing list showing the description of each item, the quantity and unit price Unless otherwise provided in the Specifications or Supplemental Terms and Conditions, each shipping container shall be clearly and permanently marked as follows: (a) The Contractor's name and address, (b) the City's name, address and purchase order or purchase release number and the price agreement number if applicable, (c) Container number and total number of containers, e.g. box 1 of 4 boxes, and (d) the number of the container bearing the packing list. The Contractor shall bear cost of packaging. Deliverables shall be suitably packed to secure lowest transportation costs and to conform with requirements of common carriers and any applicable specifications. The City's count or weight shall be final and conclusive on shipments not accompanied by packing lists.

4. **SHIPMENT UNDER RESERVATION PROHIBITED**: The Contractor is not authorized to ship the Deliverables under reservation and no tender of a bill of lading will operate as a tender of Deliverables.

5. **TITLE & RISK OF LOSS**: Title to and risk of loss of the Deliverables shall pass to the City only when the City actually receives and accepts the Deliverables.

6. **DELIVERY TERMS AND TRANSPORTATION CHARGES**: Deliverables shall be shipped F.O.B. point of delivery unless otherwise specified in the Supplemental Terms and Conditions. Unless otherwise stated in the Offer, the Contractor's price shall be deemed to include all delivery and transportation charges. The City shall have the right to designate what method of transportation shall be used to ship the Deliverables. The place of delivery shall be that set forth in the block of the purchase order or purchase release entitled "Receiving Agency".

7. **RIGHT OF INSPECTION AND REJECTION**: The City expressly reserves all rights under law, including, but not limited to the Uniform Commercial Code, to inspect the Deliverables at delivery before accepting them, and to reject defective or non-conforming Deliverables. If the City has the right to inspect the Contractor's, or the Contractor's Subcontractor's, facilities, or the Deliverables at the Contractor's, or the Contractor's Subcontractor's, premises, the Contractor shall furnish, or cause to be furnished, without additional charge, all reasonable facilities and assistance to the City to facilitate such inspection.

8. **NO REPLACEMENT OF DEFECTIVE TENDER**: Every tender or delivery of Deliverables must fully comply with all provisions of the Contract as to time of delivery, quality, and quantity. Any non-complying tender shall constitute a breach and the Contractor shall not have the right to substitute a conforming tender; provided, where the time for performance has not yet expired, the Contractor may notify the City of the intention to cure and may then make a conforming tender within the time allotted in the contract.

9. **PLACE AND CONDITION OF WORK**: The City shall provide the Contractor access to the sites where the Contractor is to perform the services as required in order for the Contractor to perform the services in a timely and efficient manner, in accordance with and subject to the applicable security laws, rules, and regulations. The Contractor acknowledges that it has satisfied itself as to the nature of the City's service requirements and specifications, the location and essential characteristics of the work sites, the quality and quantity of materials, equipment, labor and facilities necessary to perform the services, and any other condition or state of fact which could in any way affect performance of the Contractor's obligations under the contract. The Contractor hereby releases and holds the City

harmless from and against any liability or claim for damages of any kind or nature if the actual site or service conditions differ from expected conditions.

10. **WORKFORCE**

A. The Contractor shall employ only orderly and competent workers, skilled in the performance of the services which they will perform under the Contract.

B. The Contractor, its employees, subcontractors, and subcontractor's employees may not while engaged in participating or responding to a solicitation or while in the course and scope of delivering goods or services under a City of Austin contract or on the City's property .

i. use or possess a firearm, including a concealed handgun that is licensed under state law, except as required by the terms of the contract; or
ii. use or possess alcoholic or other intoxicating beverages, illegal drugs or controlled substances, nor may such workers be intoxicated, or under the influence of alcohol or drugs, on the job.

C. If the City or the City's representative notifies the Contractor that any worker is incompetent, disorderly or disobedient, has knowingly or repeatedly violated safety regulations, has possessed any firearms, or has possessed or was under the influence of alcohol or drugs on the job, the Contractor shall immediately remove such worker from Contract services, and may not employ such worker again on Contract services without the City's prior written consent.

11. **COMPLIANCE WITH HEALTH, SAFETY, AND ENVIRONMENTAL REGULATIONS**: The Contractor, its Subcontractors, and their respective employees, shall comply fully with all applicable federal, state, and local health, safety, and environmental laws, ordinances, rules and regulations in the performance of the services, including but not limited to those promulgated by the City and by the Occupational Safety and Health Administration (OSHA). In case of conflict, the most stringent safety requirement shall govern. The Contractor shall indemnify and hold the City harmless from and against all claims, demands, suits, actions, judgments, fines, penalties and liability of every kind arising from the breach of the Contractor's obligations under this paragraph.

12. **INVOICES**:

A. The Contractor shall submit separate invoices in duplicate on each purchase order or purchase release after each delivery. If partial shipments or deliveries are authorized by the City, a separate invoice must be sent for each shipment or delivery made.

B. **Proper Invoices must include a unique invoice number, the purchase order or delivery order number and the master agreement number if applicable, the Department's Name, and the name of the point of contact for the Department**. Invoices shall be itemized and transportation charges, if any, shall be listed separately. A copy of the bill of lading and the freight waybill, when applicable, shall be attached to the invoice. The Contractor's name and, if applicable, the tax identification number on the invoice must exactly match the information in the Vendor's registration with the City. Unless otherwise instructed in writing, the City may rely on the remittance address specified on the Contractor's invoice.

C. Invoices for labor shall include a copy of all time-sheets with trade labor rate and Deliverables order number clearly identified. Invoices shall also include a tabulation of work-hours at the appropriate rates and grouped by work order number. Time billed for labor shall be limited to hours actually worked at the work site.

D. Unless otherwise expressly authorized in the Contract, the Contractor shall pass through all Subcontract and other authorized expenses at actual cost without markup.

E. Federal excise taxes, State taxes, or City sales taxes must not be included in the invoiced amount. The City will furnish a tax exemption certificate upon request.

13. **PAYMENT**:

A. All proper invoices received by the City will be paid within thirty (30) calendar days of the City's receipt of the Deliverables or of the invoice, whichever is later.

B. **If payment is not timely made, (per paragraph A), interest shall accrue on the unpaid balance at the lesser of the rate specified in Texas Government Code Section 2251.025 or the maximum lawful rate; except, if payment is not timely made for a reason for which the City may withhold payment hereunder, interest shall not accrue until ten (10) calendar days after the grounds for withholding payment have been resolved.**

C. If partial shipments or deliveries are authorized by the City, the Contractor will be paid for the partial shipment or delivery, as stated above, provided that the invoice matches the shipment or delivery.

D. The City may withhold or set off the entire payment or part of any payment otherwise due the Contractor to such extent as may be necessary on account of:

i. delivery of defective or non-conforming Deliverables by the Contractor;
ii. third party claims, which are not covered by the insurance which the Contractor is required to provide, are filed or reasonable evidence indicating probable filing of such claims;
iii. failure of the Contractor to pay Subcontractors, or for labor, materials or equipment;
iv. damage to the property of the City or the City's agents, employees or contractors, which is not covered by insurance required to be provided by the Contractor;
v. reasonable evidence that the Contractor's obligations will not be completed within the time specified in the Contract, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay;
vi. failure of the Contractor to submit proper invoices with all required attachments and supporting documentation; or
vii. failure of the Contractor to comply with any material provision of the Contract Documents.

E. Notice is hereby given of Article VIII, Section 1 of the Austin City Charter which prohibits the payment of any money to any person, firm or corporation who is in arrears to the City for taxes, and of §2-8-3 of the Austin City Code concerning the right of the City to offset indebtedness owed the City.

F. Payment will be made by check unless the parties mutually agree to payment by credit card or electronic transfer of funds. The Contractor agrees that there shall be no additional charges, surcharges, or penalties to the City for payments made by credit card or electronic funds transfer.

G. The awarding or continuation of this contract is dependent upon the availability of funding. The City's payment obligations are payable only and solely from funds Appropriated and available for this contract. The absence of Appropriated or other lawfully available funds shall render the Contract null and void to the extent funds are not Appropriated or available and any Deliverables delivered but unpaid shall be returned to the Contractor. The City shall provide the Contractor written notice of the failure of the City to make an adequate Appropriation for any fiscal year to pay the amounts due under the Contract, or the reduction of any Appropriation to an amount insufficient to permit the City to pay its obligations under the Contract. In the event of non or inadequate appropriation of funds, there will be no penalty nor removal fees charged to the City.

14. **TRAVEL EXPENSES**: All travel, lodging and per diem expenses in connection with the Contract for which reimbursement may be claimed by the Contractor under the terms of the Solicitation will be reviewed against the City's Travel Policy as published and maintained by the City's Controller's Office and the Current United States General Services Administration Domestic Per Diem Rates (the "Rates") as published and maintained on the Internet at:

http://www.gsa.gov/portal/category/21287

No amounts in excess of the Travel Policy or Rates shall be paid. All invoices must be accompanied by copies of detailed itemized receipts (e.g. hotel bills, airline tickets). No reimbursement will be made for expenses not actually incurred. Airline fares in excess of coach or economy will not be reimbursed. Mileage charges may not exceed the amount permitted as a deduction in any year under the Internal Revenue Code or Regulations.

15. **FINAL PAYMENT AND CLOSE-OUT**:

A. If an MBE/WBE Program Compliance Plan is required by the Solicitation, and the Contractor has identified Subcontractors, the Contractor is required to submit a Contract Close-Out MBE/WBE Compliance Report to the Project manager or Contract manager no later than the 15th calendar day after completion of all work under the contract. Final payment, retainage, or both may be withheld if the Contractor is not in compliance with the requirements of the Compliance Plan as accepted by the City.

B. The making and acceptance of final payment will constitute:

i. a waiver of all claims by the City against the Contractor, except claims (1) which have been previously asserted in writing and not yet settled, (2) arising from defective work appearing after final inspection, (3) arising from failure of the Contractor to comply with the Contract or the terms of any warranty specified herein, (4) arising from the Contractor's continuing obligations under the Contract, including but not limited to indemnity and warranty obligations, or (5) arising under the City's right to audit; and

ii. a waiver of all claims by the Contractor against the City other than those previously asserted in writing and not yet settled.

16. **SPECIAL TOOLS & TEST EQUIPMENT**: If the price stated on the Offer includes the cost of any special tooling or special test equipment fabricated or required by the Contractor for the purpose of filling this order, such special tooling equipment and any process sheets related thereto shall become the property of the City and shall be identified by the Contractor as such.

17. **AUDITS and RECORDS**:

A. The Contractor agrees that the representatives of the Office of the City Auditor or other authorized representatives of the City shall have access to, and the right to audit, examine, or reproduce, any and all records of the Contractor related to the performance under this Contract. The Contractor shall retain all such records for a period of three (3) years after final payment on this Contract or until all audit and litigation matters that the City has brought to the attention of the Contractor are resolved, whichever is longer. The Contractor agrees to refund to the City any overpayments disclosed by any such audit.

B. Records Retention:

i. Contractor is subject to City Code chapter 2-11 (Records Management), and as it may subsequently be amended. For purposes of this subsection, a Record means all books, accounts, reports, files, and other data recorded or created by a Contractor in fulfillment of the Contract whether in digital or physical format, except a record specifically relating to the Contractor's internal administration.

ii. All Records are the property of the City. The Contractor may not dispose of or destroy a Record without City authorization and shall deliver the Records, in all requested formats and media, along with all finding aids and metadata, to the City at no cost when requested by the City

iii. The Contractor shall retain all Records for a period of three (3) years after final payment on this Contract or until all audit and litigation matters that the City has brought to the attention of the Contractor are resolved, whichever is longer.

C. The Contractor shall include sections A and B above in all subcontractor agreements entered into in connection with this Contract.

18. **SUBCONTRACTORS**:

A. If the Contractor identified Subcontractors in an MBE/WBE Program Compliance Plan or a No Goals Utilization Plan the Contractor shall comply with the provisions of Chapters 2-9A, 2-9B, 2-9C, and 2-9D, as applicable, of the Austin City Code and the terms of the Compliance Plan or Utilization Plan as approved by the City (the "Plan"). The Contractor shall not initially employ any Subcontractor except as provided in the Contractor's Plan. The Contractor shall not substitute any Subcontractor identified in the Plan, unless the substitute has been accepted by the City in writing in accordance with the provisions of Chapters 2-9A, 2-9B, 2-9C and 2-9D, as applicable. No acceptance by the City of any Subcontractor shall constitute a waiver of any rights or remedies of the City with respect to defective Deliverables provided by a Subcontractor. If a Plan has been approved, the Contractor is additionally required to submit a monthly Subcontract Awards and Expenditures Report to the Contract Manager and the Purchasing Office Contract Compliance Manager no later than the tenth calendar day of each month.

B. Work performed for the Contractor by a Subcontractor shall be pursuant to a written contract between the Contractor and Subcontractor. The terms of the subcontract may not conflict with the terms of the Contract, and shall contain provisions that:

i. require that all Deliverables to be provided by the Subcontractor be provided in strict accordance with the provisions, specifications and terms of the Contract;
ii. prohibit the Subcontractor from further subcontracting any portion of the Contract without the prior written consent of the City and the Contractor. The City may require, as a condition to such further subcontracting, that the Subcontractor post a payment bond in form, substance and amount acceptable to the City;
iii. require Subcontractors to submit all invoices and applications for payments, including any claims for additional payments, damages or otherwise, to the Contractor in sufficient time to enable the Contractor to include same with its invoice or application for payment to the City in accordance with the terms of the Contract;
iv. require that all Subcontractors obtain and maintain, throughout the term of their contract, insurance in the type and amounts specified for the Contractor, with the City being a named insured as its interest shall appear; and
v. require that the Subcontractor indemnify and hold the City harmless to the same extent as the Contractor is required to indemnify the City.

C. The Contractor shall be fully responsible to the City for all acts and omissions of the Subcontractors just as the Contractor is responsible for the Contractor's own acts and omissions. Nothing in the Contract shall create for the benefit of any such Subcontractor any contractual relationship between the City and any such Subcontractor, nor shall it create any obligation on the part of the City to pay or to see to the payment of any moneys due any such Subcontractor except as may otherwise be required by law.

D. The Contractor shall pay each Subcontractor its appropriate share of payments made to the Contractor not later than ten (10) calendar days after receipt of payment from the City.

19. **WARRANTY-PRICE**:

A. The Contractor warrants the prices quoted in the Offer are no higher than the Contractor's current prices on orders by others for like Deliverables under similar terms of purchase.

B. The Contractor certifies that the prices in the Offer have been arrived at independently without consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such fees with any other firm or with any competitor.

C. In addition to any other remedy available, the City may deduct from any amounts owed to the Contractor, or otherwise recover, any amounts paid for items in excess of the Contractor's current prices on orders by others for like Deliverables under similar terms of purchase.

20. **WARRANTY – TITLE**: The Contractor warrants that it has good and indefeasible title to all Deliverables furnished under the Contract, and that the Deliverables are free and clear of all liens, claims, security interests and encumbrances. The Contractor shall indemnify and hold the City harmless from and against all adverse title claims to the Deliverables.

21. **WARRANTY – DELIVERABLES**: The Contractor warrants and represents that all Deliverables sold the City under the Contract shall be free from defects in design, workmanship or manufacture, and conform in all material respects to the specifications, drawings, and descriptions in the Solicitation, to any samples furnished by the Contractor, to the terms, covenants and conditions of the Contract, and to all applicable State, Federal or local laws, rules, and regulations, and industry codes and standards. Unless otherwise stated in the Solicitation, the Deliverables shall be new or recycled merchandise, and not used or reconditioned.

    A. Recycled Deliverables shall be clearly identified as such.

    B. The Contractor may not limit, exclude or disclaim the foregoing warranty or any warranty implied by law; and any attempt to do so shall be without force or effect.

    C. Unless otherwise specified in the Contract, the warranty period shall be at least one year from the date of acceptance of the Deliverables or from the date of acceptance of any replacement Deliverables. If during the warranty period, one or more of the above warranties are breached, the Contractor shall promptly upon receipt of demand either repair the non-conforming Deliverables, or replace the non-conforming Deliverables with fully conforming Deliverables, at the City’s option and at no additional cost to the City. All costs incidental to such repair or replacement, including but not limited to, any packaging and shipping costs, shall be borne exclusively by the Contractor. The City shall endeavor to give the Contractor written notice of the breach of warranty within thirty (30) calendar days of discovery of the breach of warranty, but failure to give timely notice shall not impair the City’s rights under this section.

    D. If the Contractor is unable or unwilling to repair or replace defective or non-conforming Deliverables as required by the City, then in addition to any other available remedy, the City may reduce the quantity of Deliverables it may be required to purchase under the Contract from the Contractor, and purchase conforming Deliverables from other sources. In such event, the Contractor shall pay to the City upon demand the increased cost, if any, incurred by the City to procure such Deliverables from another source.

    E. If the Contractor is not the manufacturer, and the Deliverables are covered by a separate manufacturer’s warranty, the Contractor shall transfer and assign such manufacturer’s warranty to the City. If for any reason the manufacturer’s warranty cannot be fully transferred to the City, the Contractor shall assist and cooperate with the City to the fullest extent to enforce such manufacturer’s warranty for the benefit of the City.

22. **WARRANTY – SERVICES**: The Contractor warrants and represents that all services to be provided the City under the Contract will be fully and timely performed in a good and workmanlike manner in accordance with generally accepted industry standards and practices, the terms, conditions, and covenants of the Contract, and all applicable Federal, State and local laws, rules or regulations.

    A. The Contractor may not limit, exclude or disclaim the foregoing warranty or any warranty implied by law, and any attempt to do so shall be without force or effect.

    B. Unless otherwise specified in the Contract, the warranty period shall be at least one year from the Acceptance Date. If during the warranty period, one or more of the above warranties are breached, the Contractor shall promptly upon receipt of demand perform the services again in accordance with above standard at no additional cost to the City. All costs incidental to such additional performance shall be borne by the Contractor. The City shall endeavor to give the Contractor written notice of the breach of warranty within thirty (30) calendar days of discovery of the breach warranty, but failure to give timely notice shall not impair the City’s rights under this section.

    C. If the Contractor is unable or unwilling to perform its services in accordance with the above standard as required by the City, then in addition to any other available remedy, the City may reduce the amount of services it may be required to purchase under the Contract from the Contractor, and purchase conforming services from other sources. In such event, the Contractor shall pay to the City upon demand the increased cost, if any, incurred by the City to procure such services from another source.

23. **ACCEPTANCE OF INCOMPLETE OR NON-CONFORMING DELIVERABLES**: If, instead of requiring immediate correction or removal and replacement of defective or non-conforming Deliverables, the City prefers to accept it, the City may do so. The Contractor shall pay all claims, costs, losses and damages attributable to the City's evaluation of and determination to accept such defective or non-conforming Deliverables. If any such acceptance occurs prior to final payment, the City may deduct such amounts as are necessary to compensate the City for the diminished value of the defective or non-conforming Deliverables. If the acceptance occurs after final payment, such amount will be refunded to the City by the Contractor.

24. **RIGHT TO ASSURANCE**: Whenever one party to the Contract in good faith has reason to question the other party's intent to perform, demand may be made to the other party for written assurance of the intent to perform. In the event that no assurance is given within the time specified after demand is made, the demanding party may treat this failure as an anticipatory repudiation of the Contract.

25. **STOP WORK NOTICE**: The City may issue an immediate Stop Work Notice in the event the Contractor is observed performing in a manner that is in violation of Federal, State, or local guidelines, or in a manner that is determined by the City to be unsafe to either life or property. Upon notification, the Contractor will cease all work until notified by the City that the violation or unsafe condition has been corrected. The Contractor shall be liable for all costs incurred by the City as a result of the issuance of such Stop Work Notice.

26. **DEFAULT**: The Contractor shall be in default under the Contract if the Contractor (a) fails to fully, timely and faithfully perform any of its material obligations under the Contract, (b) fails to provide adequate assurance of performance under Paragraph 24, (c) becomes insolvent or seeks relief under the bankruptcy laws of the United States or (d) makes a material misrepresentation in Contractor's Offer, or in any report or deliverable required to be submitted by the Contractor to the City.

27. **TERMINATION FOR CAUSE:**. In the event of a default by the Contractor, the City shall have the right to terminate the Contract for cause, by written notice effective ten (10) calendar days, unless otherwise specified, after the date of such notice, unless the Contractor, within such ten (10) day period, cures such default, or provides evidence sufficient to prove to the City's reasonable satisfaction that such default does not, in fact, exist. The City may place Contractor on probation for a specified period of time within which the Contractor must correct any non-compliance issues. Probation shall not normally be for a period of more than nine (9) months, however, it may be for a longer period, not to exceed one (1) year depending on the circumstances. If the City determines the Contractor has failed to perform satisfactorily during the probation period, the City may proceed with suspension. In the event of a default by the Contractor, the City may suspend or debar the Contractor in accordance with the "City of Austin Purchasing Office Probation, Suspension and Debarment Rules for Vendors" and remove the Contractor from the City's vendor list for up to five (5) years and any Offer submitted by the Contractor may be disqualified for up to five (5) years. In addition to any other remedy available under law or in equity, the City shall be entitled to recover all actual damages, costs, losses and expenses, incurred by the City as a result of the Contractor's default, including, without limitation, cost of cover, reasonable attorneys' fees, court costs, and prejudgment and post-judgment interest at the maximum lawful rate. All rights and remedies under the Contract are cumulative and are not exclusive of any other right or remedy provided by law.

28. **TERMINATION WITHOUT CAUSE**: The City shall have the right to terminate the Contract, in whole or in part, without cause any time upon thirty (30) calendar days' prior written notice. Upon receipt of a notice of termination, the Contractor shall promptly cease all further work pursuant to the Contract, with such exceptions, if any, specified in the notice of termination. The City shall pay the Contractor, to the extent of funds Appropriated or otherwise legally available for such purposes, for all goods delivered and services performed and obligations incurred prior to the date of termination in accordance with the terms hereof.

29. **FRAUD**: Fraudulent statements by the Contractor on any Offer or in any report or deliverable required to be submitted by the Contractor to the City shall be grounds for the termination of the Contract for cause by the City and may result in legal action.

30. **DELAYS**:

A. The City may delay scheduled delivery or other due dates by written notice to the Contractor if the City deems it is in its best interest. If such delay causes an increase in the cost of the work under the Contract, the City and the Contractor shall negotiate an equitable adjustment for costs incurred by the Contractor in the Contract price and execute an amendment to the Contract. The Contractor must assert its right to an adjustment within thirty (30) calendar days from the date of receipt of the notice of delay. Failure to agree on any adjusted price shall be handled under the Dispute Resolution process specified in paragraph 48. However, nothing in this provision shall excuse the Contractor from delaying the delivery as notified.

B. Neither party shall be liable for any default or delay in the performance of its obligations under this Contract if, while and to the extent such default or delay is caused by acts of God, fire, riots, civil commotion, labor disruptions, sabotage, sovereign conduct, or any other cause beyond the reasonable control of such Party. In the event of default or delay in contract performance due to any of the foregoing causes, then the time for completion of the services will be extended; provided, however, in such an event, a conference will be held within three (3) business days to establish a mutually agreeable period of time reasonably necessary to overcome the effect of such failure to perform.

31. **INDEMNITY**:

A. Definitions:

i. "Indemnified Claims" shall include any and all claims, demands, suits, causes of action, judgments and liability of every character, type or description, including all reasonable costs and expenses of litigation, mediation or other alternate dispute resolution mechanism, including attorney and other professional fees for:

(1) damage to or loss of the property of any person (including, but not limited to the City, the Contractor, their respective agents, officers, employees and subcontractors; the officers, agents, and employees of such subcontractors; and third parties); and/or

(2) death, bodily injury, illness, disease, worker's compensation, loss of services, or loss of income or wages to any person (including but not limited to the agents, officers and employees of the City, the Contractor, the Contractor's subcontractors, and third parties),

ii. "Fault" shall include the sale of defective or non-conforming Deliverables, negligence, willful misconduct, or a breach of any legally imposed strict liability standard.

B. **THE CONTRACTOR SHALL DEFEND (AT THE OPTION OF THE CITY), INDEMNIFY, AND HOLD THE CITY, ITS SUCCESSORS, ASSIGNS, OFFICERS, EMPLOYEES AND ELECTED OFFICIALS HARMLESS FROM AND AGAINST ALL INDEMNIFIED CLAIMS DIRECTLY ARISING OUT OF, INCIDENT TO, CONCERNING OR RESULTING FROM THE FAULT OF THE CONTRACTOR, OR THE CONTRACTOR'S AGENTS, EMPLOYEES OR SUBCONTRACTORS, IN THE PERFORMANCE OF THE CONTRACTOR'S OBLIGATIONS UNDER THE CONTRACT. NOTHING HEREIN SHALL BE DEEMED TO LIMIT THE RIGHTS OF THE CITY OR THE CONTRACTOR (INCLUDING, BUT NOT LIMITED TO, THE RIGHT TO SEEK CONTRIBUTION) AGAINST ANY THIRD PARTY WHO MAY BE LIABLE FOR AN INDEMNIFIED CLAIM.**

32. **INSURANCE**: (reference Section 0400 for specific coverage requirements). The following insurance requirement applies. (Revised March 2013).

A. General Requirements.

i. The Contractor shall at a minimum carry insurance in the types and amounts indicated in Section 0400, Supplemental Purchase Provisions, for the duration of the Contract, including extension options and hold over periods, and during any warranty period.

ii. The Contractor shall provide Certificates of Insurance with the coverages and endorsements required in Section 0400, Supplemental Purchase Provisions, to the City as verification of coverage prior to contract execution and within fourteen (14) calendar days after written request from the

City. Failure to provide the required Certificate of Insurance may subject the Offer to disqualification from consideration for award. The Contractor must also forward a Certificate of Insurance to the City whenever a previously identified policy period has expired, or an extension option or hold over period is exercised, as verification of continuing coverage.

iii. The Contractor shall not commence work until the required insurance is obtained and until such insurance has been reviewed by the City. Approval of insurance by the City shall not relieve or decrease the liability of the Contractor hereunder and shall not be construed to be a limitation of liability on the part of the Contractor.

iv. The City may request that the Contractor submit certificates of insurance to the City for all subcontractors prior to the subcontractors commencing work on the project.

v. The Contractor's and all subcontractors' insurance coverage shall be written by companies licensed to do business in the State of Texas at the time the policies are issued and shall be written by companies with A.M. Best ratings of B+VII or better.

vi. The "other" insurance clause shall not apply to the City where the City is an additional insured shown on any policy. It is intended that policies required in the Contract, covering both the City and the Contractor, shall be considered primary coverage as applicable.

vii. If insurance policies are not written for amounts specified in Section 0400, Supplemental Purchase Provisions, the Contractor shall carry Umbrella or Excess Liability Insurance for any differences in amounts specified. If Excess Liability Insurance is provided, it shall follow the form of the primary coverage.

viii. The City shall be entitled, upon request, at an agreed upon location, and without expense, to review certified copies of policies and endorsements thereto and may make any reasonable requests for deletion or revision or modification of particular policy terms, conditions, limitations, or exclusions except where policy provisions are established by law or regulations binding upon either of the parties hereto or the underwriter on any such policies.

ix. The City reserves the right to review the insurance requirements set forth during the effective period of the Contract and to make reasonable adjustments to insurance coverage, limits, and exclusions when deemed necessary and prudent by the City based upon changes in statutory law, court decisions, the claims history of the industry or financial condition of the insurance company as well as the Contractor.

x. The Contractor shall not cause any insurance to be canceled nor permit any insurance to lapse during the term of the Contract or as required in the Contract.

xi. The Contractor shall be responsible for premiums, deductibles and self-insured retentions, if any, stated in policies. Self-insured retentions shall be disclosed on the Certificate of Insurance.

xii. The Contractor shall provide the City thirty (30) calendar days' written notice of erosion of the aggregate limits below occurrence limits for all applicable coverages indicated within the Contract.

xiii. The insurance coverages specified in Section 0400, Supplemental Purchase Provisions, are required minimums and are not intended to limit the responsibility or liability of the Contractor.

B. <u>Specific Coverage Requirements: Specific insurance requirements are contained in Section 0400, Supplemental Purchase Provisions</u>

33. **<u>CLAIMS</u>**: If any claim, demand, suit, or other action is asserted against the Contractor which arises under or concerns the Contract, or which could have a material adverse affect on the Contractor's ability to perform thereunder, the Contractor shall give written notice thereof to the City within ten (10) calendar days after receipt of notice by the

Contractor. Such notice to the City shall state the date of notification of any such claim, demand, suit, or other action; the names and addresses of the claimant(s); the basis thereof; and the name of each person against whom such claim is being asserted. Such notice shall be delivered personally or by mail and shall be sent to the City and to the Austin City Attorney. Personal delivery to the City Attorney shall be to City Hall, 301 West 2nd Street, 4th Floor, Austin, Texas 78701, and mail delivery shall be to P.O. Box 1088, Austin, Texas 78767.

34. **NOTICES**: Unless otherwise specified, all notices, requests, or other communications required or appropriate to be given under the Contract shall be in writing and shall be deemed delivered three (3) business days after postmarked if sent by U.S. Postal Service Certified or Registered Mail, Return Receipt Requested. Notices delivered by other means shall be deemed delivered upon receipt by the addressee. Routine communications may be made by first class mail, telefax, or other commercially accepted means. Notices to the Contractor shall be sent to the address specified in the Contractor's Offer, or at such other address as a party may notify the other in writing. Notices to the City shall be addressed to the City at P.O. Box 1088, Austin, Texas 78767 and marked to the attention of the Contract Administrator.

35. **RIGHTS TO BID, PROPOSAL AND CONTRACTUAL MATERIAL**: All material submitted by the Contractor to the City shall become property of the City upon receipt. Any portions of such material claimed by the Contractor to be proprietary must be clearly marked as such. Determination of the public nature of the material is subject to the Texas Public Information Act, Chapter 552, Texas Government Code.

36. **NO WARRANTY BY CITY AGAINST INFRINGEMENTS**: The Contractor represents and warrants to the City that: (i) the Contractor shall provide the City good and indefeasible title to the Deliverables and (ii) the Deliverables supplied by the Contractor in accordance with the specifications in the Contract will not infringe, directly or contributorily, any patent, trademark, copyright, trade secret, or any other intellectual property right of any kind of any third party; that no claims have been made by any person or entity with respect to the ownership or operation of the Deliverables and the Contractor does not know of any valid basis for any such claims. The Contractor shall, at its sole expense, defend, indemnify, and hold the City harmless from and against all liability, damages, and costs (including court costs and reasonable fees of attorneys and other professionals) arising out of or resulting from: (i) any claim that the City's exercise anywhere in the world of the rights associated with the City's' ownership, and if applicable, license rights, and its use of the Deliverables infringes the intellectual property rights of any third party; or (ii) the Contractor's breach of any of Contractor's representations or warranties stated in this Contract. In the event of any such claim, the City shall have the right to monitor such claim or at its option engage its own separate counsel to act as co-counsel on the City's behalf. Further, Contractor agrees that the City's specifications regarding the Deliverables shall in no way diminish Contractor's warranties or obligations under this paragraph and the City makes no warranty that the production, development, or delivery of such Deliverables will not impact such warranties of Contractor.

37. **CONFIDENTIALITY**: In order to provide the Deliverables to the City, Contractor may require access to certain of the City's and/or its licensors' confidential information (including inventions, employee information, trade secrets, confidential know-how, confidential business information, and other information which the City or its licensors consider confidential) (collectively, "Confidential Information"). Contractor acknowledges and agrees that the Confidential Information is the valuable property of the City and/or its licensors and any unauthorized use, disclosure, dissemination, or other release of the Confidential Information will substantially injure the City and/or its licensors. The Contractor (including its employees, subcontractors, agents, or representatives) agrees that it will maintain the Confidential Information in strict confidence and shall not disclose, disseminate, copy, divulge, recreate, or otherwise use the Confidential Information without the prior written consent of the City or in a manner not expressly permitted under this Agreement, unless the Confidential Information is required to be disclosed by law or an order of any court or other governmental authority with proper jurisdiction, provided the Contractor promptly notifies the City before disclosing such information so as to permit the City reasonable time to seek an appropriate protective order. The Contractor agrees to use protective measures no less stringent than the Contractor uses within its own business to protect its own most valuable information, which protective measures shall under all circumstances be at least reasonable measures to ensure the continued confidentiality of the Confidential Information.

38. **PUBLICATIONS**: All published material and written reports submitted under the Contract must be originally developed material unless otherwise specifically provided in the Contract. When material not originally developed is included in a report in any form, the source shall be identified.

39. **ADVERTISING**: The Contractor shall not advertise or publish, without the City's prior consent, the fact that the City has entered into the Contract, except to the extent required by law.

40. **NO CONTINGENT FEES**: The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure the Contract upon any agreement or understanding for commission, percentage, brokerage, or contingent fee, excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the City shall have the right, in addition to any other remedy available, to cancel the Contract without liability and to deduct from any amounts owed to the Contractor, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.

41. **GRATUITIES**: The City may, by written notice to the Contractor, cancel the Contract without liability if it is determined by the City that gratuities were offered or given by the Contractor or any agent or representative of the Contractor to any officer or employee of the City of Austin with a view toward securing the Contract or securing favorable treatment with respect to the awarding or amending or the making of any determinations with respect to the performing of such contract. In the event the Contract is canceled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by the Contractor in providing such gratuities.

42. **PROHIBITION AGAINST PERSONAL INTEREST IN CONTRACTS**: No officer, employee, independent consultant, or elected official of the City who is involved in the development, evaluation, or decision-making process of the performance of any solicitation shall have a financial interest, direct or indirect, in the Contract resulting from that solicitation. Any willful violation of this section shall constitute impropriety in office, and any officer or employee guilty thereof shall be subject to disciplinary action up to and including dismissal. Any violation of this provision, with the knowledge, expressed or implied, of the Contractor shall render the Contract voidable by the City.

43. **INDEPENDENT CONTRACTOR**: The Contract shall not be construed as creating an employer/employee relationship, a partnership, or a joint venture. The Contractor's services shall be those of an independent contractor. The Contractor agrees and understands that the Contract does not grant any rights or privileges established for employees of the City.

44. **ASSIGNMENT-DELEGATION**: The Contract shall be binding upon and enure to the benefit of the City and the Contractor and their respective successors and assigns, provided however, that no right or interest in the Contract shall be assigned and no obligation shall be delegated by the Contractor without the prior written consent of the City. Any attempted assignment or delegation by the Contractor shall be void unless made in conformity with this paragraph. The Contract is not intended to confer rights or benefits on any person, firm or entity not a party hereto; it being the intention of the parties that there be no third party beneficiaries to the Contract.

45. **WAIVER**: No claim or right arising out of a breach of the Contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party. No waiver by either the Contractor or the City of any one or more events of default by the other party shall operate as, or be construed to be, a permanent waiver of any rights or obligations under the Contract, or an express or implied acceptance of any other existing or future default or defaults, whether of a similar or different character.

46. **MODIFICATIONS**: The Contract can be modified or amended only by a writing signed by both parties. No pre-printed or similar terms on any the Contractor invoice, order or other document shall have any force or effect to change the terms, covenants, and conditions of the Contract.

47. **INTERPRETATION**: The Contract is intended by the parties as a final, complete and exclusive statement of the terms of their agreement. No course of prior dealing between the parties or course of performance or usage of the trade shall be relevant to supplement or explain any term used in the Contract. Although the Contract may have been substantially drafted by one party, it is the intent of the parties that all provisions be construed in a manner to be fair to both parties, reading no provisions more strictly against one party or the other. Whenever a term defined by the Uniform Commercial Code, as enacted by the State of Texas, is used in the Contract, the UCC definition shall control, unless otherwise defined in the Contract.

48. **DISPUTE RESOLUTION**:

    A. If a dispute arises out of or relates to the Contract, or the breach thereof, the parties agree to negotiate prior to prosecuting a suit for damages. However, this section does not prohibit the filing of a lawsuit to toll the running of a statute of limitations or to seek injunctive relief. Either party may make a written request for a meeting between representatives of each party within fourteen (14) calendar days after receipt of the request or such later period as agreed by the parties. Each party shall include, at a minimum, one (1) senior level individual with decision-making authority regarding the dispute. The purpose of this and any subsequent meeting is to attempt in good faith to negotiate a resolution of the dispute. If, within thirty (30) calendar days after such meeting, the parties have not succeeded in negotiating a resolution of the dispute, they will proceed directly to mediation as described below. Negotiation may be waived by a written agreement signed by both parties, in which event the parties may proceed directly to mediation as described below.

    B. If the efforts to resolve the dispute through negotiation fail, or the parties waive the negotiation process, the parties may select, within thirty (30) calendar days, a mediator trained in mediation skills to assist with resolution of the dispute. Should they choose this option, the City and the Contractor agree to act in good faith in the selection of the mediator and to give consideration to qualified individuals nominated to act as mediator. Nothing in the Contract prevents the parties from relying on the skills of a person who is trained in the subject matter of the dispute or a contract interpretation expert. If the parties fail to agree on a mediator within thirty (30) calendar days of initiation of the mediation process, the mediator shall be selected by the Travis County Dispute Resolution Center (DRC). The parties agree to participate in mediation in good faith for up to thirty (30) calendar days from the date of the first mediation session. The City and the Contractor will share the mediator's fees equally and the parties will bear their own costs of participation such as fees for any consultants or attorneys they may utilize to represent them or otherwise assist them in the mediation.

49. **JURISDICTION AND VENUE**: The Contract is made under and shall be governed by the laws of the State of Texas, including, when applicable, the Uniform Commercial Code as adopted in Texas, V.T.C.A., Bus. & Comm. Code, Chapter 1, excluding any rule or principle that would refer to and apply the substantive law of another state or jurisdiction. All issues arising from this Contract shall be resolved in the courts of Travis County, Texas and the parties agree to submit to the exclusive personal jurisdiction of such courts. The foregoing, however, shall not be construed or interpreted to limit or restrict the right or ability of the City to seek and secure injunctive relief from any competent authority as contemplated herein.

50. **INVALIDITY**: The invalidity, illegality, or unenforceability of any provision of the Contract shall in no way affect the validity or enforceability of any other portion or provision of the Contract. Any void provision shall be deemed severed from the Contract and the balance of the Contract shall be construed and enforced as if the Contract did not contain the particular portion or provision held to be void. The parties further agree to reform the Contract to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this section shall not prevent this entire Contract from being void should a provision which is the essence of the Contract be determined to be void.

51. **HOLIDAYS:** The following holidays are observed by the City:

Holiday	Date Observed
New Year's Day	January 1
Martin Luther King, Jr.'s Birthday	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Veteran's Day	November 11

Thanksgiving Day	Fourth Thursday in November
Friday after Thanksgiving	Friday after Thanksgiving
Christmas Eve	December 24
Christmas Day	December 25

If a Legal Holiday falls on Saturday, it will be observed on the preceding Friday. If a Legal Holiday falls on Sunday, it will be observed on the following Monday.

52. **SURVIVABILITY OF OBLIGATIONS:** All provisions of the Contract that impose continuing obligations on the parties, including but not limited to the warranty, indemnity, and confidentiality obligations of the parties, shall survive the expiration or termination of the Contract.

53. **NON-SUSPENSION OR DEBARMENT CERTIFICATION:**

The City of Austin is prohibited from contracting with or making prime or sub-awards to parties that are suspended or debarred or whose principals are suspended or debarred from Federal, State, or City of Austin Contracts. By accepting a Contract with the City, the Vendor certifies that its firm and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.

54. **EQUAL OPPORTUNITY**

A. **Equal Employment Opportunity:** No Contractor, or Contractor's agent, shall engage in any discriminatory employment practice as defined in Chapter 5-4 of the City Code. No Offer submitted to the City shall be considered, nor any Purchase Order issued, or any Contract awarded by the City unless the Offeror has executed and filed with the City Purchasing Office a current Non-Discrimination Certification. Non-compliance with Chapter 5-4 of the City Code may result in sanctions, including termination of the contract and the Contractor's suspension or debarment from participation on future City contracts until deemed compliant with Chapter 5-4.

B. **Americans with Disabilities Act (ADA) Compliance:** No Contractor, or Contractor's agent, shall engage in any discriminatory practice against individuals with disabilities as defined in the ADA, including but not limited to: employment, accessibility to goods and services, reasonable accommodations, and effective communications.

55. **BUY AMERICAN ACT-SUPPLIES (Applicable to certain Federally funded requirements)**

A. Definitions. As used in this paragraph –

i. "Component" means an article, material, or supply incorporated directly into an end product.

ii. "Cost of components" means -

(1) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the end product (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or

(2) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the end product.

iii. "Domestic end product" means-

(1) An unmanufactured end product mined or produced in the United States; or

(2) An end product manufactured in the United States, if the cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind as those that the agency determines are not mined, produced, or manufactured in sufficient and reasonably available commercial quantities of a satisfactory quality are treated as domestic. Scrap generated, collected, and prepared for processing in the United States is considered domestic.

iv. "End product" means those articles, materials, and supplies to be acquired under the contract for public use.

v. "Foreign end product" means an end product other than a domestic end product.

vi. "United States" means the 50 States, the District of Columbia, and outlying areas.

B. The Buy American Act (41 U.S.C. 10a - 10d) provides a preference for domestic end products for supplies acquired for use in the United States.

C. The City does not maintain a list of foreign articles that will be treated as domestic for this Contract; but will consider for approval foreign articles as domestic for this product if the articles are on a list approved by another Governmental Agency. The Offeror shall submit documentation with their Offer demonstrating that the article is on an approved Governmental list.

D. The Contractor shall deliver only domestic end products except to the extent that it specified delivery of foreign end products in the provision of the Solicitation entitled "Buy American Act Certificate".

CITY OF AUSTIN
PURCHASING OFFICE
SUPPLEMENTAL PURCHASE PROVISIONS

The following Supplemental Purchasing Provisions apply to this solicitation:

1. **EXPLANATIONS OR CLARIFICATIONS:** (reference paragraph 5 in Section 0200)

   All requests for explanations or clarifications must be submitted in writing to Liz Lock (Liz.Lock@austintexas.gov) in the Purchasing Office no later than five business days prior to the Solicitation Due Date.

2. **ALTERNATE OFFERS:** (reference paragraph 7A in Section 0200)

   Alternate Offers will be considered.

3. **INSURANCE:** Insurance is required for this solicitation.

   A. **General Requirements:** See Section 0300, Standard Purchase Terms and Conditions, paragraph 32, entitled Insurance, for general insurance requirements.

      i. The Contractor shall provide a Certificate of Insurance as verification of coverages required below to the City at the below address prior to contract execution and within 14 calendar days after written request from the City. Failure to provide the required Certificate of Insurance may subject the Offer to disqualification from consideration for award
      ii. The Contractor shall not commence work until the required insurance is obtained and until such insurance has been reviewed by the City. Approval of insurance by the City shall not relieve or decrease the liability of the Contractor hereunder and shall not be construed to be a limitation of liability on the part of the Contractor.
      iii. The Contractor must also forward a Certificate of Insurance to the City whenever a previously identified policy period has expired, or an extension option or holdover period is exercised, as verification of continuing coverage.
      iv. The Certificate of Insurance, and updates, shall be mailed to the following address:

         City of Austin Purchasing Office
         P. O. Box 1088
         Austin, Texas 78767

   B. **Specific Coverage Requirements:** The Contractor shall at a minimum carry insurance in the types and amounts indicated below for the duration of the Contract, including extension options and hold over periods, and during any warranty period. These insurance coverages are required minimums and are not intended to limit the responsibility or liability of the Contractor.

      i. **Worker's Compensation and Employers' Liability Insurance:** Coverage shall be consistent with statutory benefits outlined in the Texas Worker's Compensation Act (Section 401). The minimum policy limits for Employer's Liability are $100,000 bodily injury each accident, $500,000 bodily injury by disease policy limit and $100,000 bodily injury by disease each employee.
         (1) The Contractor's policy shall apply to the State of Texas and include these endorsements in favor of the City of Austin:
            (a) Waiver of Subrogation, Form WC420304, or equivalent coverage
            (b) Thirty (30) days Notice of Cancellation, Form WC420601, or equivalent coverage
      ii. **Commercial General Liability Insurance:** The minimum bodily injury and property damage per occurrence are $500,000 for coverages A (Bodily Injury and Property Damage) and B (Personal and Advertising Injury).
         (1) The policy shall contain the following provisions:

(a) Contractual liability coverage for liability assumed under the Contract and all other Contracts related to the project.
(b) Contractor/Subcontracted Work.
(c) Products/Completed Operations Liability for the duration of the warranty period.
(d) If the project involves digging or drilling provisions must be included that provide Explosion, Collapse, and/or Underground Coverage.

(2) The policy shall also include these endorsements in favor of the City of Austin:
(a) Waiver of Subrogation, Endorsement CG 2404, or equivalent coverage
(b) Thirty (30) days Notice of Cancellation, Endorsement CG 0205, or equivalent coverage
(c) The City of Austin listed as an additional insured, Endorsement CG 2010, or equivalent coverage

iii. **Business Automobile Liability Insurance:** The Contractor shall provide coverage for all owned, non-owned and hired vehicles with a minimum combined single limit of $500,000 per occurrence for bodily injury and property damage. Alternate acceptable limits are $250,000 bodily injury per person, $500,000 bodily injury per occurrence and at least $100,000 property damage liability per accident.

(1) The policy shall include these endorsements in favor of the City of Austin:
(a) Waiver of Subrogation, Endorsement CA0444, or equivalent coverage
(b) Thirty (30) days Notice of Cancellation, Endorsement CA0244, or equivalent coverage
(c) The City of Austin listed as an additional insured, Endorsement CA2048, or equivalent coverage.

iv. **Professional Liability:** The Contractor shall provide coverage, at a minimum limit of $500,000 per claim, to pay on behalf of the assured all sums which the assured shall become legally obligated to pay as damages by reason of any negligent act, error, or omission arising out of the performance of professional services under this Agreement. If coverage is written on a claims-made basis, the retroactive date shall be prior to or coincident with the date of the Contract and the certificate of insurance shall state that the coverage is claims-made and indicate the retroactive date. This coverage shall be continuous and will be provided for 24 months following the completion of the contract.

C. **Endorsements:** The specific insurance coverage endorsements specified above, or their equivalents must be provided. In the event that endorsements, which are the equivalent of the required coverage, are proposed to be substituted for the required coverage, copies of the equivalent endorsements must be provided for the City's review and approval.

4. **TERM OF CONTRACT:**

A. The Contract shall commence upon execution, unless otherwise specified, and shall remain in effect for an initial term of 24 months. The Contract may be extended beyond the initial term for up to three additional 12 month periods at the City's sole option. If the City exercises any extension option, all terms, conditions, and provisions of the Contract shall remain in effect for that extension period, subject only to any economic price adjustment otherwise allowed under the Contract.

B. Upon expiration of the initial term or period of extension, the Contractor agrees to hold over under the terms and conditions of this agreement for such a period of time as is reasonably necessary to re-solicit and/or complete the project (not to exceed 120 days unless mutually agreed on in writing).

C. Upon written notice to the Contractor from the City's Purchasing Officer or his designee and acceptance of the Contractor, the term of this contract shall be extended on the same terms and conditions for an additional period as indicated in paragraph A above.

D. Prices are firm and fixed for the first 24 months. Thereafter, price changes are subject to the Economic Price Adjustment provisions of this Contract.

5. **QUANTITIES:** The quantities listed herein are estimates for the period of the Contract. The City reserves the right to purchase more or less of these quantities as may be required during the Contract term. Quantities will be as needed and specified by the City for each order. Unless specified in the solicitation, there are no minimum order quantities.

6. **INVOICES and PAYMENT:** (reference paragraphs 12 and 13 in Section 0300)

   A. Invoices shall contain a unique invoice number and the information required in Section 0300, paragraph 12, entitled "Invoices." Invoices received without all required information cannot be processed and will be returned to the vendor.

   Invoices shall be mailed to the below address:

	City of Austin
Department	Economic Development
Attn:	Accounts Payable
Address	PO Box 1088
City, State Zip Code	Austin, TX 78767

   B. The Contractor agrees to accept payment by either credit card, check or Electronic Funds Transfer (EFT) for all goods and/or services provided under the Contract. The Contractor shall factor the cost of processing credit card payments into the Offer. There shall be no additional charges, surcharges, or penalties to the City for payments made by credit card.

7. **NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING:**

   A. On November 10, 2011, the Austin City Council adopted Ordinance No. 20111110-052 amending Chapter 2.7, Article 6 of the City Code relating to Anti-Lobbying and Procurement. The policy defined in this Code applies to Solicitations for goods and/or services requiring City Council approval under City Charter Article VII, Section 15 (Purchase Procedures). During the No-Contact Period, Offerors or potential Offerors are prohibited from making a representation to anyone other than the Authorized Contact Person in the Solicitation as the contact for questions and comments regarding the Solicitation.

   B. If during the No-Contact Period an Offeror makes a representation to anyone other than the Authorized Contact Person for the Solicitation, the Offeror's Offer is disqualified from further consideration except as permitted in the Ordinance.

   C. If an Offeror has been disqualified under this article more than two times in a sixty (60) month period, the Purchasing Officer shall debar the Offeror from doing business with the City for a period not to exceed three (3) years, provided the Offeror is given written notice and a hearing in advance of the debarment.

   D. The City requires Offerors submitting Offers on this Solicitation to certify that the Offeror has not in any way directly or indirectly made representations to anyone other than the Authorized Contact Person during the No-Contact Period as defined in the Ordinance. The text of the City Ordinance is posted on the Internet at: http://www.ci.austin.tx.us/edims/document.cfm?id=161145

8. **WORKFORCE SECURITY CLEARANCE AND IDENTIFICATION (ID):**

A. Access to the Business Solution Center on the Huston-Tillotson campus building by the Contractor, all subcontractors and their employees will be strictly controlled at all times by the City. Security badges will be issued by the Department for this purpose. The Contractor shall submit a complete list of all persons requiring access to the Business Solution Center on the Huston-Tillotson campus building at least thirty (30) days in advance of their need for access. The City reserves the right to deny a security badge to any Contractor personnel for reasonable cause. The City will notify the Contractor of any such denial no more than twenty (20) days after receipt of the Contractor's submittal.

B. Where denial of access by a particular person may cause the Contractor to be unable to perform any portion of the work of the contract, the Contractor shall so notify the City's Contract Manager, in writing, within ten (10) days of the receipt of notification of denial.

C. Contractor personnel will be required to check in at the security desk when entering or leaving the Business Solution Center on the Huston-Tillotson campus building and security badges must be on display at all times when in the building. Failure to do so may be cause for removal of Contractor Personnel from the worksite, without regard to Contractor's schedule. Security badges may not be removed from the premises.

D. The Contractor shall provide the City's Contract Manager with a list of personnel scheduled to enter the building, seven days in advance. The list shall identify the persons by name, date of birth, driver's license number, the times that they will be inside the building and the areas where they will be working. Only persons previously approved by the City for the issuance of security badges will be admitted to the building.

E. The Contractor shall comply with all other security requirements imposed by the City and shall ensure that all employees and subcontractors are kept fully informed as to these requirements.

9. **ECONOMIC PRICE ADJUSTMENT:**

A. **Price Adjustments:** Prices shown in this Contract shall remain firm for the first 24 months of the Contract. After that, in recognition of the potential for fluctuation of the Contractor's cost, a price adjustment (increase or decrease) may be requested by either the City or the Contractor on the anniversary date of the Contract or as may otherwise be specified herein. The percentage change between the contract price and the requested price shall not exceed the percentage change between the specified index in effect on the date the solicitation closed and the most recent, non-preliminary data at the time the price adjustment is requested. The requested price adjustment shall not exceed twenty five percent (25%) for any single line item and in no event shall the total amount of the contract be automatically adjusted as a result of the change in one or more line items made pursuant to this provision. Prices for products or services unaffected by verifiable cost trends shall not be subject to adjustment.

B. **Effective Date:** Approved price adjustments will go into effect on the first day of the upcoming renewal period or anniversary date of contract award and remain in effect until contract expiration unless changed by subsequent amendment.

C. **Adjustments:** A request for price adjustment must be made in writing and submitted to the other Party prior to the yearly anniversary date of the Contract; adjustments may only be considered at that time unless otherwise specified herein. Requested adjustments must be solely for the purpose of accommodating changes in the Contractor's direct costs. Contractor shall provide an updated price listing once agreed to adjustment(s) have been approved by the parties.

D. **Indexes:** In most cases an index from the Bureau of Labor Standards (BLS) will be utilized; however, if there is more appropriate, industry recognized standard then that index may be selected.

i. The following definitions apply:
  (1) **Base Period:** Month and year of the original contracted price (the solicitation close date).
  (2) **Base Price:** Initial price quoted, proposed and/or contracted per unit of measure.
  (3) **Adjusted Price:** Base Price after it has been adjusted in accordance with the applicable index change and instructions provided.
  (4) **Change Factor:** The multiplier utilized to adjust the Base Price to the Adjusted Price.
  (5) **Weight %:** The percent of the Base Price subject to adjustment based on an index change.

ii. **Adjustment-Request Review:** Each adjustment-request received will be reviewed and compared to changes in the index(es) identified below. Where applicable:
  (1) Utilize final Compilation data instead of Preliminary data
  (2) If the referenced index is no longer available shift up to the next higher category index.

iii. **Index Identification:** Complete table as they may apply.

Weight % or $ of Base Price: 100%	
Database Name: NAICS	
Series ID: 611710	
☒ Not Seasonally Adjusted	☐ Seasonally Adjusted
Geographical Area: United States	
Description of Series ID: Career and Vocational Counseling Services	
This Index shall apply to the following items of the Bid Sheet / Cost Proposal: All	

E. **Calculation:** Price adjustment will be calculated as follows:

Single Index: Adjust the Base Price by the same factor calculated for the index change.

Index at time of calculation
Divided by index on solicitation close date
Equals Change Factor
Multiplied by the Base Rate
Equals the Adjusted Price

F. If the requested adjustment is not supported by the referenced index, the City, at its sole discretion, may consider approving an adjustment on fully documented market increases.

10. **INTERLOCAL PURCHASING AGREEMENTS:** (applicable to competitively procured goods/services contracts).

A. The City has entered into Interlocal Purchasing Agreements with other governmental entities, pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code. The Contractor agrees to offer the same prices and terms and conditions to other eligible governmental agencies that have an interlocal agreement with the City.

B. The City does not accept any responsibility or liability for the purchases by other governmental agencies through an interlocal cooperative agreement.

13. **OWNERSHIP AND USE OF DELIVERABLES:** The City shall own all rights, titles, and interests throughout the world in and to the Deliverables.

A. **Patents:** As to any patentable subject matter contained in the Deliverables, the Contractor agrees to disclose such patentable subject matter to the City. Further, if requested by the City, the Contractor agrees to assign and, if necessary, cause each of its employees to assign the entire right, title, and interest to specific inventions under such patentable subject matter to the City and to execute, acknowledge, and deliver and, if necessary, cause each of its employees to execute, acknowledge, and deliver an assignment of letters patent, in a form to be reasonably approved by the City, to the City upon request by the City.

B. **Copyrights:** As to any Deliverable containing copyrighted subject matter, the Contractor agrees that upon their creation, such Deliverables shall be considered as work made-for-hire by the Contractor for the City and the City shall own all copyrights in and to such Deliverables, provided however, that nothing in this Paragraph 36 shall negate the City's sole or joint ownership of any such Deliverables arising by virtue of the City's sole or joint authorship of such Deliverables. Should by operation of law, such Deliverables not be considered work made-for-hire, the Contractor hereby assigns to the City (and agrees to cause each of its employees providing services to the City hereunder to execute, acknowledge, and deliver an assignment to the City of Austin) all worldwide right, title, and interest in and to such Deliverables. With respect to such work made-for-hire, the Contractor agrees to execute, acknowledge and deliver and cause each of its employees providing services to the City hereunder to execute, acknowledge, and deliver a work-for-hire agreement, in a form to be reasonably approved by the City, to the City upon delivery of such Deliverables to the City or at such other time as the City may request.

C. **Additional Assignments:** The Contractor further agrees to, and if applicable, cause each of its employees to execute, acknowledge, and deliver all applications, specifications, oaths, assignments, and all other instruments which the City might reasonably deem necessary in order to apply for and obtain copyright protection, mask work registration, trademark registration and/or protection, letters patent, or any similar rights in any and all countries and in order to assign and convey to the City, its successors, assigns, and nominees, the sole and exclusive right, title, and interest in and to the Deliverables, The Contractor's obligations to execute acknowledge, and deliver (or cause to be executed, acknowledged, and delivered) instruments or papers such as those described in this Paragraph 36 A., B., and C. shall continue after the termination of this Contract with respect to such Deliverables. In the event the City should not seek to obtain copyright protection, mask work registration or patent protection for any of the Deliverables, but should arise to keep the same secret, the Contractor agrees to treat the same as Confidential Information under the terms of Paragraph above.

14. **CONTRACT MANAGER:** The following person is designated as Contract Manager, and will act as the contact point between the City and the Contractor during the term of the Contract:

Blake Smith

Financial Analyst III

512-974-7618

Blake.Smith@austintexas.gov

*Note: The department Contract Manager is not the authorized Contact Person for purposes of the **NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING Provision** of this Section; and therefore, contact with the Contract Manager is prohibited during the no contact period.

CITY OF AUSTIN PURCHASING OFFICE
SECTION 0500: SCOPE OF WORK
RFP 5500 EAL0300- SMALL BUSINESS COACHING AND TECHNICAL ASSISTANCE

1.0 PURPOSE

The City of Austin (the "City") seeks proposals in response to a Request for Proposal (RFP) from qualified and experienced individuals, businesses or non-profit organizations to deliver one-on-one coaching and technical assistance to small business owners and individuals seeking to start a small business ("entrepreneurs").

2.0 BACKGROUND

The City recognizes the contribution that small businesses make to Austin's economy, particularly their contribution to creating new jobs, and provides programs that help small businesses get started, survive and grow. The City's Small Business Program (SBP), a division of the Economic Development Department, provides classes on a wide variety of business topics in order to strengthen the knowledge and skills of local small business owners and entrepreneurs.

For purposes of this RFP, "coaching" and "technical assistance" are defined as "providing one-on-one services or counseling to an individual or business owner(s) on a specific pre-determined problem or situation with the goal of resolving the particular problem or situation".

The Contractor shall only bill for services provided to clients referred by the City of Austin, which shall include artists, musicians and owners of creative industry businesses as well as owners of conventional small businesses. The Contractor shall provide ADA accommodations for clients with mobility, visual or hearing impairments. The City will provide sign language interpreters at the Contractor's request.

3.0 SCOPE OF WORK

3.1. Billable services. Documented services delivered through any of the following methods qualify as billable coaching or technical assistance hours:
- 3.1.1. Direct meetings with the client, either in-person or via video conference.
- 3.1.2. Telephone conversations with the client.
- 3.1.3. Staff time spent working on the client's behalf.
- 3.1.4. Emails and written correspondence with the client or on the client's behalf.

3.2. Types of services. Contractor shall provide direct coaching and technical assistance to clients in the following areas:
- 3.2.1. Starting a Business – assistance provided shall include, but is not limited to:
  - 3.2.1.1. Testing assumptions and refining the business idea;
  - 3.2.1.2. Conducting a feasibility analysis and/or coaching the client through a "lean startup" process;
  - 3.2.1.3. Identifying all steps necessary to start the business;
  - 3.2.1.4. Providing an overview of business structures (i.e. sole proprietorship, LLC, etc.);

3.2.1.5. Obtaining and completing the appropriate forms to establish the business;

3.2.1.6. Advising the client on connecting with more experienced entrepreneurs that can act as a mentor.

3.2.2. Writing a Business Plan – assistance provided shall include, but is not limited to:

3.2.2.1. Providing clients with a business plan template appropriate to their needs;

3.2.2.2. Advising clients on research techniques and sources, and interpretation of research findings;

3.2.2.3. Instructing clients on the purposes and importance of each section of a business plan, how they are prepared, and how to present them most favorably to investors and bankers;

3.2.2.4. Guiding the client on writing a business plan executive summary that will attract the attention of investors and bankers;

3.2.2.5. Providing an impartial review and recommended revisions to ensure that the business plan meets expected standards.

3.2.3. Developing a Marketing Plan– assistance provided shall include, but is not limited to:

3.2.3.1. Identifying the client's customers;

3.2.3.2. Evaluating strengths and weaknesses relative the competition;

3.2.3.3. Differentiating products and services from the competition;

3.2.3.4. Developing lead generating strategies and sales funnels;

3.2.3.5. Determining the best marketing methods for reaching customers;

3.2.3.6. Evaluating the feasibility and effectiveness of various marketing methods.

3.2.4. Financial Management – assistance provided shall include, but is not limited to:

3.2.4.1. Estimating startup costs;

3.2.4.2. Pricing and break-even analysis;

3.2.4.3. Creating and following a budget;

3.2.4.4. Creating workable accounting/bookkeeping systems;

3.2.4.5. Cash flow management;

3.2.4.6. Revenue and expense projection;

3.2.4.7. Accounts Receivable management;

3.2.4.8. Preparing and interpreting financial statements;

3.2.5. Financial Readiness Assessment – assistance provided shall include, but is not limited to:

3.2.5.1. Assessing a client's "5 C's" – credit, capacity, collateral, capital and conditions;

3.2.5.2. Recommending lenders that best suit the client's particular needs and situation;

3.2.5.3. Identifying documents and records the client needs to prepare in order to apply for a loan;

3.2.5.4. Advising clients on repairing bad credit, if needed;

3.2.5.5. Clients shall be given a written report summarizing the assessment results, key findings and recommendations.

3.2.6. Contractor shall provide technical assistance on completing loan applications, including applications for loans from private lenders (for-profit or non-profit) as well government loan programs, such as the City's Family Business Loan Program, SBA loan guarantees, or other government lending programs.
3.2.6.1. Gathering or preparing the necessary supporting documents.
3.2.6.2. Analyzing financial information for accuracy, clarity, and completeness.
3.2.6.3. Providing insight into specific banks' lending practices and requirements.
3.2.6.4. Coaching clients on "how to talk to lenders."
3.2.6.5. Following-up with lenders to determine improvements that can be made to denied loan applications.
3.2.6.6. Revising and resubmitting unsuccessful applications for resubmittal, as appropriate.
3.2.6.7. Loan packaging services provided to a client may not exceed five (5) hours without SBP's written approval. Contractor will not receive payment for unauthorized loan packaging provided to a client exceeding five hours.

3.2.7.Contractor shall not:
3.2.7.1 Provide legal or tax advice;
3.2.7.1. Charge clients for any services rendered;
3.2.7.2. Provide paid or unpaid services to clients outside of this contract;
3.2.7.3. Engage in any business activities with City of Austin clients or on behalf of City of Austin clients outside of the contract;
3.2.7.4. Own or obtain an ownership interest in clients' businesses;
3.2.7.5. Accept finder's fees or any other compensation from lenders or professional service providers (i.e. lawyers, CPAs) for referral of clients.
3.2.7.6. Refer clients to individual for-profit professional service providers (providing a contact list of multiple service providers is acceptable).

3.3. Implementation
3.3.1. Contractor shall be prepared to begin delivering services within thirty (30) calendar days of execution of the contract.
3.3.2. Service location:
3.3.2.1. Contractor shall provide most services at its office location.
3.3.2.1.1. The location must be in Austin;
3.3.2.1.2. The location must be accessible to clients with mobility and visual impairments;
3.3.2.1.3. The location should be near public transportation;
3.3.2.1.4. Services shall be provided in a space that provides appropriate levels of privacy; residential offices are prohibited.
3.3.2.1.5. Contractor may propose an alternate location for SBP's approval if its location does not meet these requirements.

3.3.2.2. Contractor shall also have staff available for a minimum of four (4) hours per week to provide coaching at SBP's new Business Solutions Center located on the Huston-Tillotson campus, 900 Chicon St.

3.3.2.2.1. The schedule for providing coaching at the Business Solutions Center shall be mutually agreed by SBP and the Contractor.

3.3.3. SBP hosts a bi-weekly orientation class called "BizAid." The class provides an overview of the steps required to start a business, and an overview of services and resources offered by SBP. A representative of the Contractor's organization must attend each BizAid session, beginning with the first session following execution of the contract.

3.4. Performance Measures

3.4.1. The Contractor shall deliver the number of coaching and technical assistance hours per twelve-month contract term included in their proposal. See Section 0600- Cost Proposal.

3.4.2. Ninety percent (90%) of clients surveyed by SBP shall report that they were satisfied or very satisfied with the level of service they received.

3.4.3. Other deliverables per twelve-month contract term:

3.4.3.1. Completion of at least ten (10) business plans. These may be new business plans or extensive strategic revisions to existing business plans, but must include at a minimum the following sections:

a. Analysis of the business model
b. Marketing Plan
c. Analysis of the product or service
d. Analysis of the competition
e. Pricing strategy
f. Analysis of startup costs
g. Break even Analysis

3.4.3.2. Completion of at least fifteen (15) lending readiness assessments.

3.4.3.3. Startup of at least five (5) new businesses.

3.4.3.4. Creation of at least ten (10) new jobs. (Note: The business owner cannot be counted as a new job created)

3.4.3.5. Contractor shall report any of the following achievements by clients (no targets assigned):

a. Expansion of physical facilities
b. Expansion of equipment or technology
c. Opening an additional location
d. Expansion into a new geographic market
e. Sales of new products or services
f. Sales to a new type of customers
g. Significant increases in sales revenue or volume

h. Any other significant achievements made by the client resulting from coaching provided

3.5. Reporting, Acceptance of Work and Invoicing

3.5.1. Contractor shall submit invoices on a monthly basis. An invoice must be received, reviewed, and approved by SBP before the Contractor receives payment. SBP shall review the monthly report and request additional information as needed.

3.5.2.

3.5.3. The request for payment for a given month is due by the 5th working day of the following month (e.g. the invoice for January is due by the 5th working day of February).

3.5.4. The content of the monthly performance report shall include the following:

3.5.4.1. An invoice that meets City requirements:

a. Vendor’s name, which must <u>exactly</u> match the name on the City vendor system
b. Vendor’s remittance address, which must <u>exactly</u> match the remittance address on the City vendor system
c. A unique invoice number
d. Total amount due
e. A brief description of the items/services being billed

3.5.4.2. Monthly performance information entered into the City’s web-based reporting database.

3.5.4.2.1. SBP shall provide training on using the web-based reporting database, and the City’s expectations for data entry.

3.5.4.3. Copies of any relevant emails or other written communications with the client or on their behalf.

3.5.4.4. Mutually-agreed documentation that support delivery of business plans, financial readiness assessments, new business startups, new jobs created, and other achievements.

3.5.4.5. A Request for Payment form; SBP shall provide this form.

3.5.4.6. A spreadsheet that captures the number of units billed for each type of service delivered and automatically calculates the line item and total amounts billed; SBP shall provide the template.

3.5.5. Once the report has been reviewed and accepted as complete by SBP the monthly payment shall be processed, net of amounts withheld representing any items deemed as not meeting contract requirements. Payment by the City shall not constitute nor be deemed a waiver or release by the City of any of its rights and remedies against the Contractor for recovery of amounts improperly invoiced or for defective, incomplete or non-conforming work under the Contract.

3.5.6. Contractor shall keep individual files for each client provided services under the contract:

3.5.6.1. Files shall be kept physically separated from Contractor's other client files.
3.5.6.2. Files may be kept in electronic form if Contractor can demonstrate that controls are in place to protect records from unauthorized access and loss, and records are regularly backed-up for retrieval in case of loss.
3.5.6.3. SBP shall conduct periodic inspections at a mutually agreed to time, to ensure that files are maintained and secured properly.

Section 1:

PROPOSAL FORMAT

Submit one (1) original and (1) flash drive that contains an exact replica of the Proposal. The original Proposal shall contain original ink signatures by a person authorized to sign on behalf of the Offeror. Proposals shall be submitted on 8.5 x 11 inch paper. Proposals shall be organized in the following format and information sequence. Use tabs to divide each part of your Proposal and include a Table of Contents. Proposers shall provide all details in the Proposal as required and any additional information you deem necessary to evaluate your Proposal.

Prefacing the proposal, the Proposer shall provide an Executive Summary of three (3) pages or less, which gives in brief, concise terms, a summation of the proposal.

A. **City of Austin Purchasing Documents**:

Complete and submit the following documents:

- i. Addendums (if applicable)
- ii. Offer and Award Sheet
- iii. Section 0605- Local Business Presence Identification Form
- iv. Section 0700- Reference Sheet
- v. Section 0800- Non-Discrimination and Non-Retaliation Certification
- vi. Section 0835- Non-Resident Bidder Provisions
- vii. Section 0840- Service-Disabled Veteran Business Enterprise
- viii. Section 0900- Subcontracting/Sub-Consulting Utilization Form
- ix. Section 0905- Subcontracting/Sub-Consulting Utilization Plan
- x. Attachment A- Exception Form (if applicable)

B. **Authorized Negotiator**: Include name, address, email address, and telephone number of person in your organization authorized to negotiate Contract terms and render binding decisions on Contract matters.

C. **Exceptions**: Identify any exception you are requesting to the terms, conditions, and services described in the Solicitation and include on Attachment A- Exception Form. Be advised that exceptions to any portion of the Solicitation may jeopardize acceptance of the Proposal.

D. **Business Organization**: State full name and address of your organization and identify parent company if you are a subsidiary. Specify the branch office or other subordinate element which will perform, or assist in performing, work herein. Indicate whether you operate as a partnership, corporation, or individual. Include the State in which incorporated or licensed to operate.

E. **Expertise:** The City will evaluate the Proposer based on the level of expertise in delivering one-on-one coaching and technical assistance to small business owners and persons wanting to start a business, as demonstrated in the proposal.

1. Define in detail your organization's approach to delivering one-on-one coaching and technical assistance on the topics listed in Section 3.2 of the Scope of Work. For example:

    i. Describe the varying areas of coaching you typically provide to a client who wants to start a business.
    ii. Describe the important points regarding business startup that you will coach on?
    iii. How do you help the client evaluate the feasibility of their business idea?
    iv. Repeat this description for each coaching topic listed in Scope of Work Section 3.2 and include any additional information you consider relevant to demonstrate your expertise.

2. Define in detail how your organization's coaches prepare for a new client with interest in an industry with which the coach is unfamiliar.

3. Define in detail how your organization evaluates a client's business skills. How do you identify areas needing improvement, and how do you communicate your findings to the client? Add any additional information necessary to evaluate your expertise in evaluating clients' skill levels.

4. Define in detail how your organization evaluates a client's readiness to apply for a business loan. How do you identify the client's obstacles to obtaining a loan, and how do you communicate your findings to the client? Add any additional information necessary to evaluate your expertise in evaluating clients' lending readiness.

F. **Work Plan**: Describe your Work Plan for achieving the RFP's Scope of Work.

1. Develop and propose an implementation plan, with a schedule, that shows the steps your organization will take to be fully prepared to begin delivering coaching and technical assistance services within thirty (30) calendar days of execution of the contract.

2. Provide an operational plan for delivering services after implementation, including required resources of time and staffing levels.

3. In this section, include a statement of your intent to comply with all applicable rules and regulations of Federal, State and Local governing entities. The Proposer must state their compliance with terms of this Request for Proposal, however if exceptions are taken those must be stated on Attachment A.

G. **Experience:** The City will evaluate the Proposer based on the level of experience in administering training programs, as demonstrated in the proposal.

1. Describe your organization's experience in delivering one-on-one coaching and technical assistance to small business owners and persons wanting to start a business, as described in the Scope of Work.

2. List three (3) programs that the Proposer has delivered that meet the criteria outlined in the scope of work, section 0500, and describe the programs in terms of size, budget, reporting requirements, target audience and outcomes achieved.

H. **Project Management Structure:** The City will require the Proposer to demonstrate that it has a good organizational and management structure in place to manage the contract.

1. Submit an organizational chart that:

i. Shows the supervisory and reporting structure for management personnel, service delivery personnel and administrative personnel.

ii. Identifies a single-point-of-contact for billing, follow-up and problem resolution.

iii. Demonstrates how the loss or absence of key personnel will not compromise service delivery.

2. Describe the management controls that will be placed on the collection, processing, retention and reporting of performance data, and how these controls will ensure accuracy and consistency of performance reporting.

i. Describe your organization's protocols for protecting clients' personal information.

ii. If your organization maintains client records electronically, describe the safeguards in place to prevent unauthorized access and data loss.

3. Submit a statement that the Proposer is in good standing with any relevant licensing and regulatory agencies.

4. Submit a statement that the Proposer is not subject to any liens, lawsuits, or debarments for delinquency or misuse of funds.

I. **<u>Personnel</u>**: The City will evaluate each Proposal based on the experience and qualifications of the personnel that will be assigned to perform the services identified in the Scopes of Work.

1. Describe in detail the process your organization uses to recruit, vet and hire personnel assigned to deliver coaching and technical assistance.

2. Describe in detail the process your organization uses to evaluate a coach's performance, provide feedback and improve performance.

3. Submit resumes for all personnel who will be assigned <u>to deliver coaching and technical assistance services</u> under the contract. Identify key persons by name and title, and describe the primary work assigned to each person.

4. Submit resumes for all personnel who will be assigned <u>to manage delivery of services under the contract</u>. Identify key persons by name and title, and describe the primary work assigned to each person.

Section 2:

A. **<u>Local Business Presence</u>**: The City seeks opportunities for businesses in the Austin Corporate City Limits to participate on City contracts. A firm (Offeror or Subcontractor) is considered to have a Local Business Presence if the firm is headquartered in the Austin Corporate City Limits, or has a branch office located in the Austin Corporate City Limits in operation for the last five (5) years, currently employs residents of the City of Austin, Texas, and will use employees that reside in the City of Austin, Texas, to support this contract. The City defines headquarters as the administrative center where most of the important functions and full responsibility for managing and coordinating the business activities of the firm are located. The City defines branch office as a smaller, remotely located office that is separate from a firm's headquarters that offers the services requested and required under this solicitation. Points will be awarded through a combination of the Offeror's Local Business Presence and/or the Local Business Presence of their subcontractors. Evaluation of the Team's Percentage of

Local Business Presence will be based on the dollar amount of work as reflected in the Offeror's MBE/WBE Compliance Plan or MBE/WBE Utilization Plan. Specify if and by which definition the Offeror or Subcontractor(s) have a local business presence.

B. **Service-Disabled Veteran Business Enterprise ("SDVBE"):** Pursuant to the interim Service-Disabled Veteran Business Enterprise (SDVBE) Program, Offerors submitting proposals in response to a Request for Proposals shall receive a three point (3 percent) preference if the Offeror, at the same time the proposal is submitted, is certified by the State of Texas, Comptroller of Public Accounts as a Historically Underutilized Business and is a Service-Disabled Veteran Business Enterprise. This preference does not apply to subcontractors. To receive this preference, Offerors shall complete the enclosed Section 0840 Service-Disabled Veterans Business Enterprise Preference Form, in accordance with the Additional Solicitation Instructions included therein.

C. **Non-Collusion, Non-Conflict of Interest, and Anti-Lobbying**:

i. On November 10, 2011, the Austin City Council adopted Ordinance No. 20111110-052 amending Chapter 2-7, Article 6 of the City Code relating to Anti-Lobbying and Procurement. The policy defined in this Code applies to Solicitations for goods and/or services requiring City Council approval under City Charter Article VII, Section 15 (Purchase Procedures). During the No-Contact Period, Offerors or potential Offerors are prohibited from making a representation to anyone other than the Authorized Contact Person in the Solicitation as the contact for questions and comments regarding the Solicitation.

ii. If during the No-Contact Period an Offeror makes a representation to anyone other than the Authorized Contact Person for the Solicitation, the Offeror's Offer is disqualified from further consideration except as permitted in the Ordinance.

iii. If a Respondent has been disqualified under this article more than two times in a sixty (60) month period, the Purchasing Officer shall debar the Offeror from doing business with the City for a period not to exceed three (3) years, provided the Respondent is given written notice and a hearing in advance of the debarment.

iv. The City requires Offerors submitting Offers on this Solicitation to provide a signed Section 0810, Non-Collusion, Non-Conflict of Interest, and Anti-Lobbying Affidavit certifying that the Offeror has not in any way directly or indirectly made representations to anyone other than the Authorized Contact Person during the No-Contact Period as defined in the Ordinance The text of the City Ordinance is posted on the Internet at: http://www.ci.austin.tx.us/edims/document.cfm?id=161145

D. **<u>Proposal Acceptance Period</u>**: All proposals are valid for a period of one hundred and twenty (120) calendar days subsequent to the RFP closing date unless a longer acceptance period is offered in the proposal

E. **<u>Proprietary Information</u>**: All material submitted to the City becomes public property and is subject to the Texas Open Records Act upon receipt. If a Proposer does not desire proprietary information in the proposal to be disclosed, each page must be identified and marked proprietary at time of submittal. The City will, to the extent allowed by law, endeavor to protect such information from disclosure. The final decision as to what information must be disclosed, however, lies with the Texas Attorney General. Failure to identify proprietary information will result in all unmarked sections being deemed non-proprietary and available upon public request.

F. **<u>Cost Proposal</u>**: Information described in the following subsections is required from each Proposer. Your method of costing may or may not be used but should be described. A firm fixed price or not-to-exceed Contract is contemplated, with progress payments as described in the Reporting, Acceptance of Work and Invoicing section of the Scope of Work.

1. The cost proposal shall show the number of hours of service the Offeror proposes to deliver per twelve-month contract term.
2. The cost proposal shall show the rate to be billed for each service hour delivered.
3. Statement by Offeror that clients will not be charged for any services rendered under this contract. All proceeds from participant registration fees belong to the City of Austin.
4. All fees such as overhead or administrative costs shall be included in the proposal.
5. Show total cost.

G. **<u>PROPOSAL PREPARATION COSTS</u>**:

All costs directly or indirectly related to preparation of a response to the RFP or any oral presentation required to supplement and/or clarify a proposal which may be required by the City shall be the sole responsibility of the Proposer.

Section 3:

A. **<u>EVALUATION FACTORS AND AWARD</u>**

1. **<u>Competitive Selection</u>**: This procurement will comply with applicable City Policy. The successful Proposer will be selected by the City on a rational basis. Evaluation factors outlined in Paragraph B below shall be applied to all eligible, responsive Proposers in comparing proposals and selecting the Best Offeror. Award of a Contract may be made without discussion with Proposers after proposals are received. Proposals should, therefore, be submitted on the most favorable terms.

2. **<u>Evaluation Factors</u>**:

   i. **100 points.**

      (1) Demonstrated expertise in delivering coaching and technical assistance- **25 points**
      (2) Demonstrated experience in managing comparable programs- **20 points**
      (3) Personnel qualifications and management structure- **10 points**
      (4) Strength of work plan- **10 points**
      (5) Cost Proposal- **22 points**

(6) Service-Disabled Veteran Business Enterprise Preference- **3 points**

(7) LOCAL BUSINESS PRESENCE- **maximum 10 points**

Team's Local Business Presence	Points Awarded
Local business presence of 90% to 100%	10
Local business presence of 75% to 89%	8
Local business presence of 50% to 74%	6
Local business presence of 25% to 49%	4
Local presence of between 1 and 24%	2
No local presence	0

ii. Presentations, Demonstrations Optional. The City will score proposals on the basis of the criteria listed above. The City may select a "short list" of Proposers based on those scores. "Short-listed" Proposers may be invited for presentations, or demonstrations with the City. The City reserves the right to re-score "short-listed" proposals as a result, and to make award recommendations on that basis.

Section 0605: Local Business Presence Identification

A firm (Offeror or Subcontractor) is considered to have a Local Business Presence if the firm is headquartered in the Austin Corporate City Limits, or has a branch office located in the Austin Corporate City Limits in operation for the last five (5) years, currently employs residents of the City of Austin, Texas, and will use employees that reside in the City of Austin, Texas, to support this Contract. The City defines headquarters as the administrative center where most of the important functions and full responsibility for managing and coordinating the business activities of the firm are located. The City defines branch office as a smaller, remotely located office that is separate from a firm's headquarters that offers the services requested and required under this solicitation.

OFFEROR MUST SUBMIT THE FOLLOWING INFORMATION FOR EACH LOCAL BUSINESS (INCLUDING THE OFFEROR, IF APPLICABLE) TO BE CONSIDERED FOR LOCAL PRESENCE.

NOTE: ALL FIRMS MUST BE IDENTIFIED ON THE MBE/WBE COMPLIANCE PLAN OR NO GOALS UTILIZATION PLAN (REFERENCE SECTION 0900).

USE ADDITIONAL PAGES AS NECESSARY

OFFEROR:

Name of Local Firm		
Physical Address	2921 E. 17th Street, Blgd. D Ste. 1	
Is your headquarters located in the Corporate City Limits? (circle one)	Yes	No
or		
Has your branch office been located in the Corporate City Limits for the last 5 years?	Yes	No
Will your business be providing additional economic development opportunities created by the contract award? (e.g., hiring, or employing residents of the City of Austin or increasing tax revenue?)	Yes	No

SUBCONTRACTOR(S):

Name of Local Firm		
Physical Address		
Is your headquarters located in the Corporate City Limits? (circle one)	Yes	No
or		
Has your branch office been located in the Corporate City Limits for the last 5 years	Yes	No

Will your business be providing additional economic development opportunities created by the contract award? (e.g., hiring, or employing residents of the City of Austin or increasing tax revenue?)	Yes	No

SUBCONTRACTOR(S):

Name of Local Firm		
Physical Address		
Is your headquarters located in the Corporate City Limits? (circle one)	Yes	No
or		
Has your branch office been located in the Corporate City Limits for the last 5 years	Yes	No
Will your business be providing additional economic development opportunities created by the contract award? (e.g., hiring, or employing residents of the City of Austin or increasing tax revenue?)	Yes	No

Section 0700: Reference Sheet

Responding Company Name PeopleFund

The City at its discretion may check references in order to determine the Offeror's experience and ability to provide the products and/or services described in this Solicitation. The Offeror shall furnish at least 3 complete and verifiable references. References shall consist of customers to whom the offeror has provided the same or similar services within the last 5 years. References shall indicate a record of positive past performance.

1. Company's Name: Capital Metro
   Name and Title of Contact: Eric Bustos; Government Relations & Compliance
   Project Name: Access to Capital & Education for Underserved Entrepreneurs
   Present Address: 2910 E. 5th
   City, State, Zip Code: Austin, TX 78702
   Telephone Number: (512) 389-7512 Fax Number ( )
   Email Address: eric.bustos@capmetro.org

2. Company's Name: City of Austin, Small & Minority Business Resources
   Name and Title of Contact: Veronica (Briseno) Lara; Director
   Project Name: Access to Capital & Education for Underserved Businesses
   Present Address: 4201 Ed Bluestein
   City, State, Zip Code: Austin, TX 78721
   Telephone Number: (512) 974-7639 Fax Number ( )
   Email Address: veronica.lara@austintexas.gov

3. Company's Name: City of Austin; Neighborhood Housing & Community Dev.
   Name and Title of Contact: Fernando Hernandez; Manager
   Project Name: CDBG Block Grant Job Creation Program in LMI Areas
   Present Address: 1000 E. 11th Street
   City, State, Zip Code: Austin, TX 78702
   Telephone Number: (512) 974-3100 Fax Number ( )
   Email Address: fernando.hernandez@austintexas.gov

City of Austin, Texas
Section 0800
NON-DISCRIMINATION AND NON-RETALIATION CERTIFICATION

City of Austin, Texas

Equal Employment/Fair Housing Office

To: City of Austin, Texas,

I hereby certify that our firm complies with the Code of the City of Austin, Section 5-4-2 as reiterated below, and agrees:

(1) Not to engage in any discriminatory employment practice defined in this chapter.

(2) To take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without discrimination being practiced against them as defined in this chapter, including affirmative action relative to employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rate of pay or other forms of compensation, and selection for training or any other terms, conditions or privileges of employment.

(3) To post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Equal Employment/Fair Housing Office setting forth the provisions of this chapter.

(4) To state in all solicitations or advertisements for employees placed by or on behalf of the Contractor, that all qualified applicants will receive consideration for employment without regard to race, creed, color, religion, national origin, sexual orientation, gender identity, disability, sex or age.

(5) To obtain a written statement from any labor union or labor organization furnishing labor or service to Contractors in which said union or organization has agreed not to engage in any discriminatory employment practices as defined in this chapter and to take affirmative action to implement policies and provisions of this chapter.

(6) To cooperate fully with City and the Equal Employment/Fair Housing Office in connection with any investigation or conciliation effort of the Equal Employment/Fair Housing Office to ensure that the purpose of the provisions against discriminatory employment practices are being carried out.

(7) To require of all subcontractors having 15 or more employees who hold any subcontract providing for the expenditure of $2,000 or more in connection with any contract with the City subject to the terms of this chapter that they do not engage in any discriminatory employment practice as defined in this chapter

For the purposes of this Offer and any resulting Contract, Contractor adopts the provisions of the City's Minimum Standard Non-Discrimination and Non-Retaliation Policy set forth below.

City of Austin
Minimum Standard Non-Discrimination and Non-Retaliation in Employment Policy

As an Equal Employment Opportunity (EEO) employer, the Contractor will conduct its personnel activities in accordance with established federal, state and local EEO laws and regulations.

The Contractor will not discriminate against any applicant or employee based on race, creed, color, national origin, sex, age, religion, veteran status, gender identity, disability, or sexual orientation. This policy covers all aspects of employment, including hiring, placement, upgrading, transfer, demotion, recruitment, recruitment advertising, selection for training and apprenticeship, rates of pay or other forms of compensation, and layoff or termination.

The Contractor agrees to prohibit retaliation, discharge or otherwise discrimination against any employee or applicant for employment who has inquired about, discussed or disclosed their compensation.

Further, employees who experience discrimination, sexual harassment, or another form of harassment should immediately report it to their supervisor. If this is not a suitable avenue for addressing their compliant, employees are advised to contact another member of management or their human resources representative. No employee shall be discriminated against, harassed, intimidated, nor suffer any reprisal as a result of reporting a violation of this policy. Furthermore, any employee, supervisor, or manager who becomes aware of any such discrimination or harassment should immediately report it to executive management or the human resources office to ensure that such conduct does not continue.

Contractor agrees that to the extent of any inconsistency, omission, or conflict with its current non-discrimination and non-retaliation employment policy, the Contractor has expressly adopted the provisions of the City's Minimum Non-Discrimination Policy contained in Section 5-4-2 of the City Code and set forth above, as the Contractor's Non-Discrimination Policy or as an amendment to such Policy and such provisions are intended to not only supplement the Contractor's policy, but will also supersede the Contractor's policy to the extent of any conflict.

UPON CONTRACT AWARD, THE CONTRACTOR SHALL PROVIDE THE CITY A COPY OF THE CONTRACTOR'S NON-DISCRIMINATION AND NON-RETALIATION POLICIES ON COMPANY LETTERHEAD, WHICH CONFORMS IN FORM, SCOPE, AND CONTENT TO THE CITY'S MINIMUM NON-DISCRIMINATION AND NON-RETALIATION POLICIES, AS SET FORTH HEREIN, **OR** THIS NON-DISCRIMINATION AND NON-RETALIATION POLICY, WHICH HAS BEEN ADOPTED BY THE CONTRACTOR FOR ALL PURPOSES WILL BE CONSIDERED THE CONTRACTOR'S NON-DISCRIMINATION AND NON-RETALIATION POLICY WITHOUT THE REQUIREMENT OF A SEPARATE SUBMITTAL.

Sanctions:

Our firm understands that non-compliance with Chapter 5-4 and the City's Non-Retaliation Policy may result in sanctions, including termination of the contract and suspension or debarment from participation in future City contracts until deemed compliant with the requirements of Chapter 5-4 and the Non-Retaliation Policy.

Term:

The Contractor agrees that this Section 0800 Non-Discrimination and Non-Retaliation Certificate of the Contractor's separate conforming policy, which the Contractor has executed and filed with the City, will remain in force and effect for one year from the date of filling. The Contractor further agrees that, in consideration of the receipt of continued Contract payment, the Contractor's Non-Discrimination and Non-Retaliation Policy will automatically renew from year-to-year for the term of the underlying Contract.

Dated this 17th day of November, 2017

CONTRACTOR PeopleFund

Authorized Signature Amber Kani Dubukai

Title Director of Advancement and Education

Section 0835: Non-Resident Bidder Provisions

Company Name PeopleFund

A. Bidder must answer the following questions in accordance with Vernon's Texas Statues and Codes Annotated Government Code 2252.002, as amended:

   Is the Bidder that is making and submitting this Bid a "Resident Bidder" or a "non-resident Bidder"?

   Answer: Yes, (1)

   (1) Texas Resident Bidder- A Bidder whose principle place of business is in Texas and includes a Contractor whose ultimate parent company or majority owner has its principal place of business in Texas.
   (2) Nonresident Bidder- A Bidder who is not a Texas Resident Bidder.

B. If the Bidder id a "Nonresident Bidder" does the state, in which the Nonresident Bidder's principal place of business is located, have a law requiring a Nonresident Bidder of that state to bid a certain amount or percentage under the Bid of a Resident Bidder of that state in order for the nonresident Bidder of that state to be awarded a Contract on such bid in said state?

   Answer: N/A Which State: N/A

C. If the answer to Question B is "yes", then what amount or percentage must a Texas Resident Bidder bid under the bid price of a Resident Bidder of that state in order to be awarded a Contract on such bid in said state?

   Answer: N/A

Attachment A

City of Austin Best and Final Offer (BAFO)

RFP 5500 EAL0300- Small Business Coaching and Technical Assistance

The City of Austin will utilize the information on this BAFO for analyzing competing proposals and for selection purposes.

Vendor Name:	PeopleFund
Vendor Signature:	Aileen Ravi
Date:	3/28/18

Special Instructions:

An entry of "0" (zero) will be interpreted by the City as a no-charge (free) item and the City will not pay for that item. Items listed below are required to have a price or an entry of 0.

The quantities noted below are estimates and not a guarantee of actual volume. The City does not guarantee the purchase of the quantities listed. Quantities are provided as a guide. Actual purchases may be more or less.

Item 1	Description	Quantity	Unit Price	Extended Price
Administrative costs	Contractor: Initial Program Development	75 hours	$100/hour	$7,500.00
	City: All fees such as overhead or administrative costs shall be included in the proposal	75 hours	$0.00/hour	$0.00

Item 2	Description	Quantity	Hours	Extended Hours
Number of hours for technical assistance	Contractor: Proposal includes 20 hours of direct meetings with clients and 16 hours of office hours at the Business Solutions Center.	Each Year	432	432
	City: Increase of the number of hours in direct meetings and office hours at the Business Solutions Center. Payments are made for service working directly with clients or on their behalf.	Each Year	800	800

City of Austin
Purchasing Office
P.O. Box 1088, Austin, TX 78767

March 14, 2018

PeopleFund
Director of Advancement & Education
Amber M. Kani
2921 E. 17th Bldg. D, Ste. 1
Austin, TX 78702

Subject: Best and Final Offer and Clarification of RFP 5500 EAL0300- Small Business Coaching and Technical Assistance

Dear Amber Kani:

Thank you for submitting your Offer for RFP 5500 EAL0300- Small Business Coaching and Technical Assistance for the City of Austin's Economic Development Department (EDD).

The evaluation team is coming to a close on the review and evaluation of the Offer received for this solicitation. However, further clarification to your Offer is requested. This information is to complete the evaluation process.

1.0 **Clarification:** Please elaborate on your firm's proposal for technical assistance. Below is the information that the clarification is being requested:

- Will PeopleFund's senior staff be involved in providing technical assistance to clients? If yes, describe the process or circumstances in which senior staff will provide technical assistance.
- Are administrative costs included in PeopleFund's proposed hourly rate or does the proposal have administrative time billed separately?

2.0 **Best and Final Offer (BAFO):** See Attachment A.

A written response is due to me via email, no later than 5:00pm CST on Monday March 19, 2018.

Questions concerning this request should be directed to Liz Lock at 512-974-2034 or Liz.Lock@austintexas.gov.

Sincerely,

ELock

Liz Lock
Procurement Specialist II
City of Austin
Purchasing Office

Section 0900: SUBCONTRACTING/SUB-CONSULTING UTILIZATION FORM

MINORITY- AND WOMEN-OWNED BUSINESS ENTERPRISE (MBE/WBE) PROCUREMENT PROGRAM

Subcontracting/Sub-Consulting ("Subcontractor") Utilization Form

SOLICITATION NUMBER:	RFP 5500 EAL0300
SOLICITATION TITLE:	Small Business Coaching and Technical Assistance

In accordance with the City of Austin's Minority and Women-Owned Business Enterprises (M/WBE) Procurement Program (Program), Chapters 2-9A/B/C/D of the City Code and M/WBE Program Rules, this Solicitation was reviewed by the Small and Minority Business Resources Department (SMBR) to determine if M/WBE Subcontractor/Sub-Consultant ("Subcontractor") Goals could be applied. Due to insufficient subcontracting/subconsultant opportunities and/or insufficient availability of M/WBE certified firms, SMBR has assigned no subcontracting goals for this Solicitation. However, Offerors who choose to use Subcontractors must comply with the City's M/WBE Procurement Program as described below. Additionally, if the Contractor seeks to add Subcontractors after the Contract is awarded, the Program requirements shall apply to any Contract(s) resulting from this Solicitation.

Instructions:

a.) Offerors who do not intend to use Subcontractors shall check the "NO" box and follow the corresponding instructions.

b.)Offerors who intend to use Subcontractors shall check the applicable "YES" box and follow the instructions. **Offers that do not include the following required documents shall be deemed non-compliant or nonresponsive as applicable, and the Offeror's submission may not be considered for award.**

☒ **NO, I DO NOT intend to use Subcontractors/Sub-consultants.**

Instructions: Offerors that do not intend to use Subcontractors shall complete and sign this form below (Subcontracting/Sub-Consulting ("Subcontractor") Utilization Form) and include it with their sealed Offer.

☐ **YES, I DO intend to use Subcontractors /Sub-consultants.**

Instructions: Offerors that do intend to use Subcontractors shall complete and sign this form below (Subcontracting/Sub-Consulting ("Subcontractor") Utilization Form), and follow the additional Instructions in the (Subcontracting/Sub-Consulting ("Subcontractor") Utilization Plan). Contact SMBR if there are any questions about submitting these forms.

Offeror Information			
Company Name	PeopleFund		
City Vendor ID Code			
Physical Address	2921 E. 17th Street, Bldg. D, Ste. 1		
City, State Zip	Austin, TX 78702		
Phone Number	512-222-1006	Email Address	akani@peoplefund.org
If the Offeror City of Austin M/WBE certified?	☒ NO ☐ YES Indicate one: ☐ MBE ☐ WBE ☐ MBE/WBE Joint Venture		

Offeror Certification: I understand that even though SMBR did not assign subcontract goals to this Solicitation, I will comply with the City's M/WBE Procurement Program if I intend to include Subcontractors in my Offer. I further agree that this completed **Subcontracting/Sub-Consulting Utilization Form,** and if applicable my completed **Subcontracting/Sub-Consulting Utilization Plan,** shall become a part of any Contract I may be awarded as the result of this Solicitation. Further, if I am awarded a Contract and I am not using Subcontractor(s) but later intend to add Subcontractor(s), before the Subcontractor(s) is hired or begins work, I will comply with the City's M/WBE Procurement Program and submit the **Request For Change** form to add any Subcontractor(s) to the Project Manager or the Contract Manager for prior authorization by the City and perform Good Faith Efforts (GFE), if applicable. I understand that, if a Subcontractor is not listed in my **Subcontracting/Sub-Consulting Utilization Plan,** it is a violation of the City's M/WBE Procurement Program for me to hire the Subcontractor or allow the Subcontractor to begin work, unless I first obtain City approval of my **Request for Change** form. I understand that, if a Subcontractor is not listed in my **Subcontracting/Sub-Consulting Utilization Plan,** it is a violation of the City's M/WBE Procurement Program for me to hire the Subcontractor or allow the Subcontractor to begin work, unless I first obtain City approval of my **Request for Change** form.

Amber M. Kani; Director of Advancement & Education — Amber Kani 11/17/2017

Name and Title of Authorized Representative (Print or Type) — Signature/Date

Section 0905: SUBCONTRACTING/SUB-CONSULTING UTILIZATION PLAN

MINORITY- AND WOMEN-OWNED BUSINESS ENTERPRISE (MBE/WBE)
PROCUREMENT PROGRAM
Subcontracting/Sub-Consulting ("Subcontractor") Utilization Plan

SOLICITATION NUMBER: RFP 5500 EAL0300
SOLICITATION TITLE: Small Business Coaching and Technical Assistance

INSTRUCTIONS: Offerors who DO intend to use Subcontractors may utilize M/WBE Subcontractor(s) or perform Good Faith efforts when retaining Non-certified Subcontractor(s). Offerors must determine which type of Subcontractor(s) they are anticipating to use (CERTIFIED OR NON-CERTIFIED), check the box of their applicable decision, and comply with the additional instructions associated with that particular selection.

☐ I intend to use City of Austin CERTIFIED M/WBE Subcontractor/Sub-consultant(s).

Instructions: Offerors may use Subcontractor(s) that ARE City of Austin certified M/WBE firms. Offerors shall contact SMBR (512-974-7600 or SMBRComplianceDocuments@austintexas.gov) to confirm if the Offeror's intended Subcontractor(s) are City of Austin certified M/WBE and if these firm(s) are certified to provide the goods and services the Offeror intends to subcontract. If the Offeror's Subcontractor(s) are current valid certified City of Austin M/WBE firms, the Offeror shall insert the name(s) of their Subcontractor(s) into the table below and must include the following documents in their sealed Offer:

- Subcontracting/Sub-Consulting Utilization Form (completed and signed)
- Subcontracting/Sub-Consulting Utilization Plan (completed)

☐ **I intend to use NON-CERTIFIED Subcontractor/Sub-Consultant(s) after performing Good Faith Efforts.**

Instructions: Offerors may use Subcontractors that ARE NOT City of Austin certified M/WBE firms ONLY after Offerors have first demonstrated Good Faith Efforts to provide subcontracting opportunities to City of Austin M/WBE firms.

STEP ONE: Contact SMBR for an availability list for the scope(s) of work you wish to subcontract;
STEP TWO: Perform Good Faith Efforts (Check List provided below);
STEP THREE: Offerors shall insert the name(s) of their certified or non-certified Subcontractor(s) into the table below and must include the following documents in their sealed Offer:

- Subcontracting/Sub-Consulting Utilization Form (completed and signed)
- Subcontracting/Sub-Consulting Utilization Plan (completed)
- All required documentation demonstrating the Offeror's performance of Good Faith Efforts (see Check List below)

GOOD FAITH EFFORTS CHECK LIST –

When using NON-CERTIFIED Subcontractor/Sub-consultants(s), **ALL of the following CHECK BOXES MUST be completed in order to meet and comply with the Good Faith Effort requirements and all documentation must be included in your sealed Offer. Documentation CANNOT be added or changed after submission of the bid.**

☐ **Contact SMBR.** Offerors shall contact SMBR (512-974-7600 or SMBRComplianceDocuments@austintexas.gov) to obtain a list of City of Austin certified M/WBE firms that are certified to provide the goods and services the Offeror intends to subcontract out. (Availability List). Offerors shall document their contact(s) with SMBR in the "SMBR Contact Information" table on the following page.

☐ **Contact M/WBE firms.** Offerors shall contact all of the M/WBE firms on the Availability List with a Significant Local Business Presence which is the Austin Metropolitan Statistical Area, to provide information on the proposed goods and services proposed to be subcontracted and give the Subcontractor the opportunity to respond on their interest to bid on the proposed scope of work. When making the contacts, Offerors shall use at least two (2) of the following communication methods: email, fax, US mail or phone. Offerors shall give the contacted M/WBE firms at least seven days to respond with their interest. Offerors shall document all evidence of their contact(s) including: emails, fax confirmations, proof of mail delivery, and/or phone logs. These documents shall show the date(s) of contact, company contacted, phone number, and contact person.

MINORITY- AND WOMEN-OWNED BUSINESS ENTERPRISE (MBE/WBE)
PROCUREMENT PROGRAM
Subcontracting/Sub-Consulting ("Subcontractor") Utilization Plan

SOLICITATION NUMBER:	RFP 5500 EAL0300
SOLICITATION TITLE:	Small Business Coaching and Technical Assistance

☐ **Follow up with responding M/WBE firms.** Offeror shall follow up with all M/WBE firms that respond to the Offeror's request. Offerors shall provide written evidence of their contact(s): emails, fax confirmations, proof of mail delivery, and/or phone logs. These documents shall show the date(s) of contact, company contacted, phone number, and contact person.

☐ **Advertise.** Offerors shall place an advertisement of the subcontracting opportunity in a local publication (i.e. newspaper, minority or women organizations, or electronic/social media). Offerors shall include a copy of their advertisement, including the name of the local publication and the date the advertisement was published.

☐ **Use a Community Organization.** Offerors shall solicit the services of a community organization(s); minority persons/women contractors'/trade group(s); local, state, and federal minority persons/women business assistance office(s); and other organizations to help solicit M/WBE firms. Offerors shall provide written evidence of their Proof of contact(s) include: emails, fax confirmations, proof of mail delivery, and/or phone logs. These documents shall show the date(s) of contact, organization contacted, phone number, email address and contact person.

PeopleFund will not utilize subcontractors for this scope of work.

Amber Kani

Amber Kani

11/17/17

PeopleFund

MINORITY- AND WOMEN-OWNED BUSINESS ENTERPRISE (MBE/WBE)
PROCUREMENT PROGRAM
Subcontracting/Sub-Consulting ("Subcontractor") Utilization Plan

SOLICITATION NUMBER: RFP 5500 EAL0300
SOLICITATION TITLE: Small Business Coaching and Technical Assistance

(Offerors may duplicate this page to add additional Subcontractors as needed)

Subcontractor/Sub-consultant	
City of Austin Certified	☐ MBE ☐ WBE Ethnic/Gender Code: ☐ NON-CERTIFIED
Vendor ID Code	
Contact Person	Phone Number:
Additional Contact Info	Fax Number: E-mail:
Amount of Subcontract	$ n/a
List commodity codes & description of services	
Justification for not utilizing a certified MBE/WBE	

Subcontractor/Sub-consultant	
City of Austin Certified	☐ MBE ☐ WBE Ethnic/Gender Code: ☐ NON-CERTIFIED
Vendor ID Code	
Contact Person	Phone Number:
Additional Contact Info	Fax Number: E-mail:
Amount of Subcontract	$ n/a
List commodity codes & description of services	
Justification for not utilizing a certified MBE/WBE	

SMBR Contact Information			
SMBR Contact Name	**Contact Date**	**Means of Contact**	**Reason for Contact**
		☐ Phone **OR** ☐ Email	

FOR SMALL AND MINORITY BUSINESS RESOURCES DEPARTMENT USE ONLY:

Having reviewed this plan, I acknowledge that the Offeror ☐ HAS or ☐ HAS NOT complied with these instructions and City Code Chapters 2-9A/B/C/D, as amended.

n/a

Reviewing Counselor Date

I have reviewed the completing the Subcontracting/Sub-Consultant Utilization Plan and ☐ Concur ☐ Do Not Concur with the Reviewing Counselor's recommendation.

n/a

Director/Assistant Director or Designee Date

PeopleFund
Creating Opportunity

PeopleFund Proposal to the City of Austin
RFP5500 EAL0300 – Small Business Coaching and Technical Assistance

B. Authorized Negotiator

PeopleFund
Creating Opportunity

PeopleFund Proposal to the City of Austin
RFP5500 EAL0300 – Small Business Coaching and Technical Assistance

Authorized Negotiator

Gary Lindner, President & CEO, of PeopleFund is authorized to negotiate contracts, terms, and render binding decisions on contract matters on behalf of PeopleFund.

Name
Gary Lindner, President & CEO

Address
2921 E. 17th Street Bldg. D
Austin TX 78702

Email Address
gary@peoplefund.org
glindner@peoplefund.org

Phone
Direct 512.222.1015
Toll Free 1.888.222.0017 ext. 115
Fax 512.222.1035

In the absence of the President & CEO, the Chief Financial Officer is also authorized as a signing official, able to negotiate contracts, terms, and render binding decisions on contract matters on behalf of PeopleFund.

Name
Julia N. Dunn

Address
2921 E. 17th Street Bldg. D
Austin TX 78702

Email Address
Julia@peoplefund.org
jdunn@peoplefund.org

Phone
Direct 512.222.1014
Toll Free 1.888.222.0017 ext. 114
Fax 512.222.1034

PeopleFund Proposal to the City of Austin
RFP5500 EAL0300 – Small Business Coaching and Technical Assistance

C. Exceptions

PeopleFund
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PeopleFund Proposal to the City of Austin
RFP5500 EAL0300 – Small Business Coaching and Technical Assistance

Exceptions

PeopleFund and all related signators have not identified any exceptions to the terms, conditions, and services described in the solicitation and related attachments. We are fully able to operate within the scope of work.

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PeopleFund Proposal to the City of Austin
RFP5500 EAL0300 – Small Business Coaching and Technical Assistance

D. Business Organization

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PeopleFund Proposal to the City of Austin
RFP5500 EAL0300 – Small Business Coaching and Technical Assistance

Business Organization

PeopleFund

2921 E. 17th Street Bldg. D
Austin TX 78702

Operational Structure

Tax ID 74-2814572
PeopleFund is a nonprofit corporation. The Federal identification letter from the IRS indicating our 501(c)3 nonprofit status is enclosed within this section.

Although PeopleFund has additional offices in other areas of Texas, the address above, which serves as our corporate headquarters, will be the primary location from which we will administer the small business coaching and technical assistance programming.

As mentioned within the scope of work, in addition to offering onsite assistance, the selected organization will also administer programming from Huston Tillotson University (900 Chicon Street). PeopleFund already has a strong partnership with the Huston Tillotson business department and our offices are both within a designated African American Cultural Heritage District, low-to-moderate income census tract, and are within 6 minutes (1.5 miles) apart. This will ensure ease of transportation, information sharing, and access to supplemental programming as needed with minimal cost and transportation barriers for the clients served.

Internal Revenue Service

Date: January 31, 2006

PEOPLEFUND
% MARGO WEISZ
207 CHALMERS AVE
AUSTIN, TX 78702-4436

Department of the Treasury
P. O. Box 2508
Cincinnati, OH 45201

Person to Contact:
Roger Meyer
ID# [redacted]
Toll Free Telephone Number:
877-829-5500
Federal Identification Number:
[redacted]

Dear Sir or Madam:

This is in response to the amendment to your organization's Articles of Incorporation filed with the state on September 12, 2005. We have updated our records to reflect the name change as indicated above.

In September 1997 we issued a determination letter that recognized you as exempt from federal income tax. Our records indicate that you are currently exempt under section 501(c)(3) of the Internal Revenue Code.

Our records indicate that you are also classified as a public charity under sections 509(a)(1) and 170(b)(1)(A)(vi) of the Internal Revenue Code.

Our records indicate that contributions to you are deductible under section 170 of the Code, and that you are qualified to receive tax deductible bequests, devises, transfers or gifts under section 2055, 2106 or 2522 of the Internal Revenue Code.

If you have any questions, please call us at the telephone number shown in the heading of this letter.

Sincerely,

Cindy M. Westcott

Cindy Westcott
Manager, EO Determinations

PeopleFund
Creating Opportunity

PeopleFund Proposal to the City of Austin
RFP5500 EAL0300 – Small Business Coaching and Technical Assistance

E. Expertise

i. Organizational approach to service delivery
ii. How organization's coaches prepare for a new client with interest
iii. How organization evaluates a client's business skills
iv. Define how organization evaluates a client's loan readiness

PeopleFund
Creating Opportunity

PeopleFund Proposal to the City of Austin
RFP5500 EAL0300 – Small Business Coaching and Technical Assistance

Expertise

PeopleFund Approach to Delivering one-on-one Coaching and Technical Assistance

PeopleFund has a proven track record of working with low income and underserved entrepreneurs to provide capital and comprehensive educational support and we've dramatically retooled and expanded programming to reach those who need us most to significantly reach more entrepreneurs and track their progress for maximum educational and economic impact.

Over the past 23 years, we have provided more than 75,000 hours of technical assistance and business education and lent over $50 million to disenfranchised populations with limited access to upward mobility and economic opportunity. Our unique combination of capital and education enables us to provide the resources small businesses need to grow and the tools to deploy capital responsibly and grow their business in a sustainable, conscious way that emphasizes the importance of credit, financial literacy, and strategic growth.

Urban development and high costs of living have left low income and minority families in Austin with limited workforce options and even fewer financial resources. In response to restrictive financing policies from mainstream banks and the persistence of predatory lenders, PeopleFund has designed programs and technical assistance benchmarks to scale our free educational services for maximum social and economic impact. In Austin, limited economic opportunity bleeds into reduced home ownership, lower high school graduation rates, and higher obesity rates (2010 census). With an office in the heart of East Austin, a community with lower-income minority entrepreneurs, PeopleFund is both accessible and empowered with decades of expertise to deliver the technical assistance set forth in the scope of work.

In 2016, PeopleFund provided technical assistance to 897 individuals through a mix of in-person classroom instruction and individualized mentor pairings. We provided 1:1 assistance directly to 257 individuals. To effectively provide guidance and mentorship to Austin entrepreneurs, PeopleFund utilizes dedicated members of the education team to serve as business advisors, as well as a pool of 250 vetted professional mentors (who have undergone an application and orientation process, signed liability and statements preventing sale of services, conflicts of interest, etc.) to ensure each entrepreneur has a subject matter expert.

When a client arrives at PeopleFund interested in starting a business, we provide high-level overviews of personal credit and finance to ensure the client is current on taxes/child support/student loans and on track for personal credit improvement, business planning/entity information so the entrepreneur begins to formalize their ideations into a strategic business plan and can identify the appropriate business structure, loan readiness and access to capital information so if the entrepreneur is seeking capital they are aware of the documentation required, and budgets/financial statements/projections so the entrepreneur can review costs, projected revenues, and better plan for future assistance and business success. While many entrepreneurs we currently work with have identified a particular challenge area or point of concern, we attempt to begin all sessions with a credit analysis, business plan review, and financial statement overview to ensure business foundations are in place.

Areas of Coaching Typically Provided

While each entrepreneur faces unique challenges and opportunities, we do emphasize targeted areas of coaching that improve the small business financial picture and their marketing posture: business plan formation, entity selection, access to capital and loan readiness, financial development (budgets, projections, financial analysis, cash flow statements, etc.), marketing and branding, accounting softwares (ex: Wave, Quickbooks, Freshbooks, etc.), hiring (if applicable), operational logistics (applicable licensing such as MBE/WBE, contracting and bid processes, inventory management, etc.), client acquisition (business pitching, networking, etc.), and access to community resources (pivoting an eligible client to City of Austin programs, Small Business Development Centers, SCORE mentors, Bunker Labs, ethnic chamber programming, and other relevant events/programs/opportunities).

Areas of Emphasis for Startup Businesses

New to business, startup entrepreneurs face mounting obstacles, particularly if they are from an underserved area or historically disenfranchised population. Currently, half of all clients served by PeopleFund are start-up entrepreneurs with less than two years in business. As a result, we are acutely aware of the unique financing and business formational needs that startup entrepreneurs face. We even create a tailored educational curriculum, PeopleStart, to address these challenges, and as such are empowered to effectively provide tailored one-on-one assistance to entrepreneurs as identified in the scope of work.

In our experience, startup entrepreneurs need to be educated on the particular challenges of entry into small business ownership. We provide all mentorship activities indicated above, but devote additional time to financial projections and the methodologies behind them, the importance of a solid business plan and reiterating the use of the plan as a working document, credit reviews, competitive analysis of their business, as well as financial management in the event the business does not net a profit during the formative years. We also review documentation and entity information as many startup entrepreneurs have yet to select an ownership structure, file paperwork, and formalize their business. We work with and from the business plan the client has, and we have a series of thorough templates should the entrepreneur not arrive with a completed plan. We then leverage our capacity and experience as a small business technical assistance and capital provider to follow up with the clients and receive updates on the completion of their business plan/personal credit improvement/business formation and coordinate supplemental mentorship activities as-needed.

In our current process, we provide onsite technical assistance and individualized counseling to all clients in our current portfolio, as well as preloan assistance to prospective clients, budding entrepreneurs, and clients interested in obtaining additional capital. By offering timely, relevant educational support in a way that mitigates transportation barriers and opportunity costs, startup entrepreneurs are more likely to take advantage of our free services. With the capacity to visit clients at their place of business or at a location convenient to them, we can reach busy entrepreneurs with tailored mentorship in demonstrated areas of need. All areas of technical assistance highlighted within the scope of work are within the expertise area of PeopleFund and we have a demonstrated track record of offering these technical assistance services at no charge and of retaining impact data to report to the City.

Starting a Business – PeopleFund's education team and Austin lending staff are a series of experienced business professionals able to test the assumptions laid forth in the business plan. As part of our loan process, we evaluate the business plans of 600+ small businesses (particularly startups) per annum, and can provide a thorough analysis of the assumptions, feasibility, and assertions laid forth in plans through this program. In addition, PeopleFund currently operates software designed to assist startup entrepreneurs with their market analysis, providing industry specific data based upon NACIS codes and census data to ease the burdens of research on the entrepreneur.

Developing a Marketing Plan – PeopleFund currently employs three marketing professionals with a combined 35 years of experience in marketing and public relations, each of whom supports the needs of technical assistance clients. The Director of Advancement has a degree in Corporate Communications and Public Relations and significant marketing and design experience and enjoys working with emerging entrepreneurs. As such, clients work with the advancement team to create thorough marketing plans that 1)build an online presence for the business, 2)generate leads and foster customer acquisition while minimizing costs, 3)differentiate the business from similar entities in close proximity, and 4)target appropriate audiences and build relationships for recurring sales/partnership/business development. Because of the limited resources many small businesses set aside for marketing, strategic emphasis is placed upon low-cost and free methodologies, most often online marketing. We also address CANSPAM legislation and how that affects how small businesses communicate with their constituencies to ensure entrepreneurs are in accordance and aren't reported as spam, which can hinder customer acquisition and mass communication abilities. Assistance with graphic design, logo formation, banner ads, web development, and social media are also provided as part of the marketing plan.

Financial Management - During the mentorship process, any entrepreneur lacking budgets/projections/financial management skills are provided simultaneously with guidance and physical templates from which to work upon. Clients are taken through the process of creating financial statements (break-even analysis, cash flow statements, profit and loss, and balance sheet). We then work with the client to create a realistic budget and expense projection to accurately reflect all startup costs, build outs, three months of operational costs, and total project expenses. We then encourage clients with limited financial experience or bookkeeping skills to adopt accounting softwares (including free platforms). Mentors then assist the client with onboarding and adoption of the accounting system, including how to accurately class and code expenses and revenues, accounts receivable, and accounts payable. Mentors provide a comprehensive financial analysis, teaching the client how to interpret the impact of the financial statements upon their business, how to identify opportunities for cost reductions and growth.

Financial Readiness – The core of PeopleFund's mission is to create economic opportunity through financial readiness and an understanding of the 5Cs of credit. We will review the clients' ability to attract capital and discuss all opportunities for financing (bank financing, community development financial institutions, city loan programs, federal loan programs, crowdfunding, equity investment and bootstrapping. Simultaneously, we address the negative implications of predatory lending, the fine print with online lending sources, and challenges associated with high interest credit card debt. We leverage our existing loan readiness materials to ensure startup entrepreneurs are preparing the appropriate documentation that a lender will request. We emphasize, particularly to vulnerable populations fearful of institutions, that the lender/client relationship should be dialogue-driven, and we discuss how clients should ask about interest rates, insurance and loan conditions, service fees, closing costs, and potential penalties. As a community development financial institution, we see credit and financial challenges from our loan recipients, and we work with technical assistance to bring accounts current, repair issues on the credit report, and help our clients build stronger credit scores. At present, we review the quarterly financials for 111 entrepreneurs, identifying challenge areas and opportunities for improvement, and this would continue under the scope of work.

How We Help Clients Evaluate Feasibility of Business Idea

A business idea is evaluated based wholly on two general factors - the client and the validity of their business plan. When we evaluate the client, we look at the following: the client's experience in the industry, the client's experience in a management role, the client's knowledge and skills pertaining to financial management and analysis, the client's commitment to completing the work dictated by the business plan, and the client's personal history as it pertains to character and credit.

When we evaluate the business plan, we look for the following: financial projections or statements that reflect average (positive) industry growth and a clear break even analysis, a market, competitive, and environmental analysis written thoroughly with referenced research to serve as evidence of findings (analyses clearly lay out the competitiveness of the business), a marketing plan that strategically outlines ways to access target market, a management and personnel plan that outlines key players who support business operations and their qualifications, along with a plan for growth, an operations plan that states clear policies and procedures pertinent to company foundation, and all resources identified available to the company, and a concise description of products or services.

How Coaches Prepare for New Clients

PeopleFund employs an education team with in-house expertise in: information technology, human resources, accounting and finance, credit and financial literacy, small business lending, marketing and public relations, business plan development, and business formation, we are able to address the many concerns faced by new clients. We also have a wide range of expertise within our mentor pool including but not limited to: social media, web development, legal services, commercial real estate, human resources, et al. we are able to readily source a mentor to fill the challenge area for an incoming client. We understand that business owners range in industry, educational attainment, and business expertise, and as such are prepared to treat every client with dignity and respect. Our staff is also able to call upon our governing board should an unprecedented area of need arise. We also have the capability to supplement our mentorship with an introduction to peer businesses in our network so the entrepreneur can access both educational support from content experts, but also form valuable peer-to-peer connections necessary to thrive in today's changing economic environment.

Mentors are chosen carefully through an application process whereby we require previous volunteer experience, professional experience, references, and a resume to be submitted. The application is then considered by one of our Education Specialists for accuracy and analysis. The applicant must have 5+ years experience in a professional field considered to be an asset to a small business (accounting, marketing, law, finance, human resources, operations, management) or specific educational certifications (QuickBooks Pro Advisor, CPA, enrolled agent, Professional Certified Marketer, leadership) in order to be considered. The applicant then goes through an interview and orientation process with a member of the Education team where commitment, capacity, interpersonal ability, and experience are assessed to determine if the candidate is a fit for the organization. References are contacted as a final consideration.

Mentors are helped to prepare for engagement with a new client by the Education Specialist dependent on the clients need. In most cases, once a clients need is discussed with the mentor who will provide technical assistance, the mentor is sent a copy of the client's business plan, financial statements or projections, and any other content relevant to the case including, but not limited to website URL, social media pages, client contact information, a description of the need and client specifications, and material or content provided by the client. The mentor and the Education Specialist review the client and their need together and then create a plan of action for moving forward with assistance. The mentor is then introduced to the client via email by the Education Specialist to initiate connection.

Define How Your Organization Evaluates A Client's Business Skills

In working with small business owners, expertise in a particular service or industry does not always correlate with business acumen. As a result, PeopleFund assesses the business expertise of clients through an evaluation of prepared financials and business plan. Typically, errors in formatting, empty or incomplete business plans, or limited assembly of business plan components indicates limited sophistication. Basic questions related to financial projections for the business, current revenues vs. expenses, and competition can also indicate challenge points. More broadly, clients who are unable to answer questions about their personal financial status will require additional assistance prior to evaluation of their business plan and business financial statements.

PeopleFund offers technical assistance to loan applicants, loan recipients, and small business owners in our community. 80% of individuals receiving technical assistance are either African American or Hispanic. PeopleFund employs 5 fluent Spanish speakers on staff in the event a translator is needed during a loan readiness discussion, mentor session, or workshop session. Many technical assistance recipients lack financial literacy or business banking experience, and many come from LMI census tracts in east and south Austin. As such, PeopleFund is prepared to thoroughly analyze personal and business financial health, progression of the business plan against actual results, and consequently develop learning plans and appropriate action paths based upon the clients' requested need, demonstrated need, and urgency of timeline.

Define How Your Organization Evaluates Loan Readiness

Since 1994, PeopleFund has worked to elevate underserved entrepreneurs in economic distress by pairing access to capital and tailored educational opportunities, two necessities in economic development which persist as enormous obstacles to growth and job creation for small business owners within our community. Access to credit and capital remains limited, particularly for our population-based constituency of minorities and women, and businesses in geographic-based low-to-moderate income communities. The need for technical assistance and access to capital is particularly acute in Central Texas, where rapid economic development generates steep income disparities. High levels of disenfranchisement and economic immobility prohibit access to income, capital, credit, and financial stability, while propagating vicious cycles of poverty, educational discrepancies, unemployment, and a lack of home ownership. We work with small businesses every day to make the American Dream a reality, break historic cycles of poverty, and enhance the local Austin economy.

To meet the rising demand for access to capital, PeopleFund evaluates loan readiness through a process that assesses loan readiness in both alternative sources and within the financial mainstream. A client's readiness to apply for a business loan pertains to five main areas of concern: cash flow, liquidity, credit, collateral, and character. Loan officers, upon initially connecting with a client, request documentation that can attest to all five areas, along with an in-person or phone interview to discuss documentation. Clients must meet, on a general level, the liquidity ratio and debt-to-income ratio requirements. They must also satisfy the collateral requirement specifically. Credit and character are assessed on much less specific guidelines so that PeopleFund can uniquely assess clients on a case by case basis. The credit score is looked at with much less scrutiny than items on the report. Clients cannot have been in bankruptcy within the last seven years, all collections must be paid off or in a recovery stage as evidenced by business provided documentation, clients must not be in default or behind on federal loans or obligations, and clients have to display a positive credit history over a previous six months. Character is assessed based on credit as well as interactions with the client, and client capacity to run the business venture. Clients display red flags when they do not want to provide necessary documentation, when they are unresponsive for an extensive period of time, if documentation is falsified or submitted incorrectly, or if they are requesting funding within an extremely short window of time. Clients need to have experience within an industry, some experience with management or business operations, a strong business plan and financial presentation, knowledge of business success strategies, and the willingness to obtain education in skill areas they may be lacking. If a client is not ready to obtain a loan, the loan officer clearly communicates that to them in an in-person or phone conversation with an action plan for how to move forward. Actionable steps the loan officer may recommend include, but are not limited to writing a business plan, meeting with a mentor, obtaining a guarantor, revising a business plan or financial projections, obtaining further documentation, or redefining capital goals. Loan Officers and the entirety of the lending, underwriting, and education teams undergo educational and procedural trainings in order to make sure they are well equipped to evaluate a client's readiness including an assessment of proficiency when enacting lending and operational client policies. In addition, nearly all of PeopleFund's lending team have experience in small business lending at commercial banks, enabling them to leverage their experience to propel the client toward the financial mainstream.

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F. Work Plan

i. Implementation Plan
ii. Operational Plan
iii. Statement of Intent to comply with all applicable rules

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F. Work Plan

Plan Toward Deliverables

PeopleFund wholly understands the projected deliverables and offers a consistent track record of conversions from technical assistance to business ownership, successful job creation, new business starts, and expansion of entrepreneurial expertise and positive satisfaction. PeopleFund will be able to produce 10 business plans, 15 loan readiness evaluations, 5 new business starts, and 10 jobs created within City limits. PeopleFund also has capacity for direct meetings, video conferencing, staff working on behalf of mentees, and officing out of the nearby SBP business solutions center. The PeopleFund education team is also comfortable presenting and coordinating with the BizAid orientation session and looks forward to advancing entrepreneurship through such workshop facilitation.

Project Timeline

Week One:

- PeopleFund's Education team will meet to determine which employee participants will office out of SBP and what the schedule of hours will be.
- Education team will meet to determine which employee participants will be attending BizAid sessions.
- Education team will submit proposed office hours to City of Austin for approval.

Week Two:

- Program employee participants and grant management team will meet to discuss expectations for program operations, impact measurement, data tracking, file storage/security, and program marketing.
- Program employee participants will adjust schedules to prepare for new office hours and coordinate with existing partners at Huston Tillotson business department to encourage program referrals and outreach.
- Education team will prepare a training guide for employee program participants and all related intake forms and data tracking mechanisms.
- Education team will prepare an administrative (billable services reporting system, client file database creation) and reporting templates to coordinate with the city and report all desirable outcomes.

Week Three:

- Education team will deliver training to employee program participants to prepare them for program participation.
- PeopleFund advancement team coordinates with SBP marketing team to collaborate on promotion of BizAid sessions, reaching out to PeopleFund loan pipeline and citywide network of affiliates and potential small business owners via social media, dedicated emails
- Education team will introduce all participants to City of Austin SBP and any affiliate they would be working with.
- Employee participants will complete training with SBP including touring SBP office facilities, discussing expectations from SBP, reviewing SBP operations processes/templates, and reviewing BizAid session participation, including any opportunities for shared facilitation and support.

Week Four and Onward:

- Office hours will be scheduled, program implementation begins, reporting begins on monthly basis to SBP.
- BizAid sessions begin with PeopleFund representatives present.
- Education Specialist for Impact Measurement begins to record and retain client data.
- Education team refers any prospective loan candidates to loan officers for additional mentorship, loan readiness evaluation, and continued support.

- PeopleFund submits reports to SBP as well as requisite paperwork for reimbursement and entry into the city's reporting database, providing context, attachments, and additional clarification as requested.
- PeopleFund is also interested in hosting monthly meetings with SBP to discuss program successes, challenges, shared opportunities for growth, innovations, trends, and best practices, to be held at either the Business Solutions Center or PeopleFund headquarters.

Operational Plan

To fully implement this plan, PeopleFund will leverage the management team and education team to prepare and administer program development, impact tracking, related billing processes, and timeframe. Program implementation will be among the education specialists and the Director of Education, with loan readiness portions working closely with the Senior Loan officer for Austin. Once the 30-day program formation window has expired and implementation has begun, PeopleFund anticipates the following hour accrual based on a regular schedule setup by the scope of work:

16 hours of monthly office hours at the SBP Business Solutions Center
8 hours of monthly attendance and engagement at the BizAid orientation sessions
20 hours of monthly direct meeting with clients (anticipated 4 hours x 5 clients monthly)
10 hours of monthly administrative work, correspondence, impact measurement data entry, and coordination
2 hours of coordination of monthly billing, reimbursement paperwork, and related administrative
2 hours of monthly update information shared with SBP
2 hours of monthly travel related to this proposal

Total of 60 hours per month, or 720 hours over the 12 month program period.

PeopleFund's Chief Financial Officer will coordinate with the Director of Education to administer any financial paperwork, and the Director of Education will remain available for information sharing both in set meetings and as requested by SBP.

Impact Measurement

In addition to socio-economic data, intake paperwork on small business technical assistance needs, and other information capture as directed by this scope of work and the SBP team during the 30-day program development window, PeopleFund will also carefully track small business and personal financial metrics and life events indicative of financial performance and small business success:

- Expansion of physical facilities
- Expansion of equipment or technology
- Opening an additional location
- Expansion into a new geographic market
- Sales of new products or services
- Increases in sales revenue or volume
- Significant achievements
- (collected quarterly and at time of assistance delivery)

In accordance with the scope of work, PeopleFund will keep this program data secure and separate from other client data, and information and documentation will be readily available both digitally and in hard copy for the City of Austin.

Intention to Comply

PeopleFund is fully prepared to comply with all local, state, and federal governing entities. We are in compliance with this proposal, and no exceptions have been outlined in our submission.

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G. Experience

i. Organizational experience in delivering technical assistance
ii. 3 programs that have been delivered that meet scope of work criteria

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G. Experience

Organizational Experience on 1:1 Technical Assistance

PeopleFund has been providing technical assistance to entrepreneurs and potential business owners for over 20 years in one-on-one coaching and group technical assistance capacities. Counseling is included, but not limited to, business planning, business feasibility identification, marketing analysis and planning, financial management, expansion, implementation, and evaluation.

PeopleFund counseled 226 loan applicants in 2016 alone, not including 440 individuals who attended educational programming or the 700 entrepreneurs interested in learning more about access to capital throughout the year. Of the individuals who applied for funding, we were able to provide capital to 116 clients and develop plans of action for those who were not approved or those who have not yet applied that are still in the readiness phase of their business.

PeopleFund expanded to start an education team in in 2010, growing the team commensurate with experience and capacity over the last seven years to 8 full-time individuals solely focused on delivering technical assistance and technical assistance programming. Under the guidance of PeopleFund's senior leadership team, most of whom come from community development organizations and technical assistance providers, PeopleFund's mentor programming and educational offerings grew in quality and scale. Currently, the organization has 11 core curriculums to meet the wide range of need demonstrated by entrepreneurs in Austin as well as facilitated networking events, community connections, and certification programming, with the mentor program and technical assistance as the hub of our educational offerings.

PeopleFund has partnered with many organizations, including the City of Austin and the City of Austin sub-departments to deliver technical assistance in one-on-one and group settings, as well as have provided mentors for City of Austin programs including Reverse Pitch, Fast Forward, BizAid, and the Housing Authority's IDA match program for business. Two PeopleFund Education team members have also served in interim business coaching roles for the City of Austin's Small Business Program.

Three Programs Delivered Meeting Criteria Outlined within Scope of Work in Size/Budget/Reporting Requirements/Audience/Outcomes Achieved

People-2-People Mentor Program

The People-2-People Mentor program was developed in 2010 to provide extensive technical assistance directly from subject matter experts and professionals to emerging entrepreneurs. PeopleFund recruits, vets, and trains volunteer mentors then carefully pairs them with clients based on geographic proximity, expertise and need, and personality. PeopleFund then communicates with client and mentor on the progress of the match, content covered, hours of technical assistance delivered, any needs for supplemental learning or support, and reports on the quality and quantity of services offered. Mentoring services are offered free of charge and all costs are absorbed by PeopleFund through grant funding, governmental contracts, and individual donations. The program has grown significantly since inception to include over 200 mentors and 800 mentor/client pairings.

Mentors assist clients with any need clients may have including, but not limited to business planning, financial management, loan readiness, implementation, expansion, and capital acquisition along with more targeted business success operations such as setting up an accounting software, developing a search engine optimization strategy, providing specific industry guidance, and walking a client through human resource compliance.

Reporting requirements are similar to those laid out in the city's scope of work, including quantitative and qualitative metrics such as number of clients assisted, number of mentors, areas of need assisted with, conversion from lead to loan, number of business plans created, and industries served. The target audience for this program is any client who is starting a business, working on a loan application, or needs assistance with learning a business-related skill.

PeopleVET

PeopleVET, a cohort-based program, was developed in 2012 in response to assisting Veteran entrepreneurs' transition from active duty to work life and help provide an option other than traditional employment. The program has grown in size to assist ~150 Veterans in 2016 alone and ~180 Veterans year to date. The program takes Veteran entrepreneurs through educational sessions on accessing capital, business planning, business financial planning, credit, resource management, and business action planning. The participants are then tracked over a years' time to assess progress in terms of completing a business plan, credit recovery, obtaining education to learn a business-related skill, and applying for capital. Assistance is offered at any time over the course of the year that the client requests and thereafter if the client is still engaged with PeopleFund.

Program costs are absorbed by PeopleFund and are supported in full by grant funding such as would be provided here. Reporting metrics include number of Veterans who complete the program, number of attendees, number of loan applications, number of loan approvals, industries served, specific areas of need, and progression in understanding. We also evaluate more qualitative metrics on a case by case basis based on clients' business action plans (client has improved credit score, held appointments with a mentor or adviser, purchased and set up accounting software, retained or hired an employee).

American Association of Retired Person's Work for Yourself at 50+

AARP Foundation, in partnership with PeopleFund, has administered a program for individuals 50 and better in order to address the difficulties in identifying employment options for older individuals. The program covers business identification counseling as well as business and business financial planning, and next steps. As this is a newer program, developed in 2017, we have only reached ~40 individuals year to date. PeopleFund serves as program facilitator, working with seniors registered through AARP, and then provides ongoing mentorship to support their entrepreneurial needs. These business owners have unique challenges and range in progress in business planning, financial projections, marketing expertise, etc. PeopleFund facilitates both classroom instruction and ongoing mentorship, including loan readiness, and reports extensively to the AARP Foundation on access to capital, educational content received, hours of education received, ongoing assistance, and client feedback surveys.

The program is completely funded by the AARP Foundation grant and covers salary and material compensation. Reporting metrics include number of individuals served, narratives written by participants, workbook and action plan participation, number of individuals who have identified a business venture, number of individuals who have written a business plan, number of individuals who have applied for capital, and community impact.

For the purposes of all programs mentioned above, PeopleFund leverages the dedicated education specialist for program and impact measurement to track data, evaluate trends, and shape future programming. PeopleFund solicits feedback on a rolling basis from community stakeholders through our Austin Advisory Committee in addition to surveys from clients receiving capital and/or technical assistance.

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H. Project Management Structure

i. Organizational Chart
ii. Management Controls
iii. Statement of Good standing with licensing
iv. Statement that we are not subject to liens, lawsuits, or debarments

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Project Management Structure

Organizational Chart
Please see the enclosed organizational chart, which outlines the structure of the education team, including providers of mentorship within the scope of work, as well as the lending team, of which the local loan officers responsible for the Central Texas market will support the loan readiness and access to capital portions of this program on an as-needed basis. All members of the education team are experienced in access to capital, financing, and can also review credit, capital, collateral, and loan conditions.

PeopleFund maintains a clear management structure, with education managers and specialists reporting to the Director of Education and the lending team reporting to the Director of Lending. All Directors report to the President & CEO, and collectively the senior management team is subject to oversight from the Governing Board of Directors.

Contact for Billing & Follow Up
Julia Dunn, Chief Financial Officer will serve as the primary contact for billing. Her direct line is 512.222.1014 and her email is jdunn@peoplefund.org. A secondary email address is Julia@peoplefund.org.

For service delivery, follow-up, and problem resolution, the contact will be Amber Kani, Director of Advancement & Education. Her email address is akani@peoplefund.org and a secondary email is amber@peoplefund.org. Her phone is 512.222.1006 and her mobile number is 814.207.6846.

Key Personnel & Succession Planning
PeopleFund is an active proponent of cross-training and succession planning. The activities outlined in this proposal and required by the scope of work will not be affected by a departure in either management or service delivery personnel. Managers are engaged in program activities and the education team has multiple members within each area of expertise. Succession planning for executive leadership is reviewed annually and approved by the Governing Board. Members of the management team in particular are well versed in one another's job roles and are able to provide assistance as-needed. PeopleFund also has a robust volunteer, intern, fellow, and employment program so that we can quickly hire qualified candidates in the event of an unexpected departure.

These procedures were set forth in 2012, and revised in June 2016 after the unexpected death of a member of our lending team. This unfortunate event caused our team to review our succession procedures, cross-training initiatives, and fine-tune our ability to recover from an unanticipated loss. As a result, PeopleFund is able to minimize client-facing effects of any staff or volunteer exit.

Management Controls
PeopleFund has significant internal controls to oversee the collection, processing, and management of performance data, as well as financial procedures, which are enclosed in this application. PeopleFund has two dedicated impact measurement professionals, one solely for educational program evaluation and impact measurement, and one for portfolio performance review and management. Together, PeopleFund collects qualitative and quantitative data on program performance. PeopleFund obtains capital from 40 sources and grant funding from an additional 25, and as such we are able to provide comprehensive reporting on all programming to meet the varying demands from funders and investors. We embrace transparency, data collection, and confidentiality.

PeopleFund maintains two cloud-hosted databases for client information, which are encrypted and backed-up by a professional third party vendor to ensure confidentiality of client information and successful hosting of data. In addition, PeopleFund also logs impact data on a community impact workbook to ensure onsite access to program impact data. Enclosed are PeopleFund's internal policies on documentation, confidentiality, and no-charge for client advising or consultation through technical assistance.

PeopleFund keeps client information securely stored on encrypted partitioned servers and within our secure database. Client information is accessed by personnel on a need-to-know basis and all volunteers, staff, and interns sign the confidentiality agreement. PeopleFund's full time staff also undergo criminal background checks and screenings from the U.S. Small Business Administration to ensure expertise and security.

PeopleFund is in good standing with several regulatory agencies, including an annual audit from the City of Austin as prescribed in the CDBG Block Grant, the State of Texas, an audit from the U.S. Small Business Administration District Office, an external audit from third party firms, a subscribed external audit from AERIS (a community development evaluator assessing program impact and financial strength), and annual recertification from the U.S. Department of Treasury CDFI Fund.

PeopleFund is not subject to any liens, lawsuits, or debarments for delinquency or misuse of funds.

[enclosed: Internal control documentation, organizational chart, certificate of good standing with the State of Texas, confidentiality agreement, and policy acknowledgement]

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2017 Organizational Chart

- *Board of Directors*
  - *President & CEO* — **Gary Lindner**
    - *Director of Lending* — **Rocio Vallejo**
      - *Sr. Loan Officer Austin* — **Jemerell Rogers**
        - *CSR Austin* — **Sheyenne Alvarez**
      - *Loan Closing Officer* — **Preston Anderson**
      - *SBA Loan Specialist* — **Jennifer Dubose**
      - *Loan Support Officer* — ***Jessica Hernandez***
      - *SBA Loan Specialist* — **Narda Hernandez**
      - *Sr. Loan Officer Rio Grande Valley* — **Bill Anderson**
        - *CSR Rio Grande Valley* — **Linda Vera**
      - *Loan Officer - Vets Austin* — **Kris Kershaw**
      - *Sr. Loan Officer Houston* — **Nini Gutierrez**
        - *Loan Officer Houston* — **Jalkeetna Brady**
      - *Sr. Loan Officer Fort Worth* — **Erika Hersh**
        - *CSR DFW* — **Diana Meneses**
      - *Loan Officer San Antonio* — **Oscar Saenz**
      - *Loan Officer El Paso* — **Esther Lopez**
      - *Sr. Loan Officer City of Dallas* — **Felicia Pierson**
        - *Lending Support Specialist* — **Vicki Evans**
      - *C&A Quality Manager Austin* — **Stacy Everett**
    - *Director of Underwriting & Risk Management* — **Laura Shock**
      - *Senior Underwriter & Portfolio Mgr.* — **Patricia Colomo**
      - *Underwriter* — **Grant Bennett**
      - *Underwriter* — **Ava Villegas**
      - *Underwriter* — **Fernando Fernandez**
      - *Underwriter* — **Krysta Diaz**
    - *Chief Financial Officer* — **Julia Dunn**
      - *Loan Admin. Manager* — **Ardina Washington**
        - *Asst. Loan Administrator* — **Tierney Curry**
          - *Staff Accountant* — **Jacquelyn Ramos**
      - *SBA Loan Servicing Specialist* — **Shane Cormier**
      - *Loan Administrator, City of Dallas Loan Programs* — **Carlotta Wheeler**
    - *Director of Advancement & Education* — **Amber Cooney**
      - *WBAC Manager* — **Tassjania Lozano**
      - *Education Specialist, Curriculums & Mentorship* — ***Katherine Sobel***
      - *Education Specialist, Impact Measurement* — ***Angela Amaya***
      - *Advancement Specialist* — ***Meghan Rauker***
      - *Education Specialist & Financial Counselor* — ***Devante Branch***
    - *Director of Operations* — **Shay Erickson**
      - *Operations & Advancement Assistance* — ***Allie Quill***

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Confidentiality Agreement

PeopleFund must consider any and all general and financial information, as well as internally generated memorandums of a subjective or analytical nature regarding potential transactions, considered but declined investments, and Portfolio Companies or clients, as confidential information (the "Confidential Information"). As such, this Confidential Information is not to be disclosed to third parties for any reason or used for personal gain or investment.

Matters concerning the PeopleFund Investment Portfolio quality or performance are also strictly confidential and are not to be discussed with third parties.

Disclosure of Confidential Information to third parties may result in dismissal of the staff involved.

Signature of Employee:: ________________

Employee's Printed Name: ________________ Date ____________________________

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Policy Acknowledgement Agreement

PeopleFund attempts to assist its borrowers in their endeavor to manage a successful business by providing technical assistance. This technical assistance is facilitated through the work of PeopleFund's employees as well as through the time and effort of volunteers from the community.

Volunteers and interns who participate in PeopleFund's technical assistance program do so with the understanding that such activity will be done on **a pro-bono basis and without any pecuniary benefit.**

Volunteers and interns are responsible for determining the amount of time and effort they are willing to put into a project. If at any time volunteers feel they have put more time and effort into a project than they are comfortable without obtaining compensation, it is the volunteers' responsibility to discontinue work on the project and contact PeopleFund and inform them of the situation. In no instance is it acceptable for a volunteer or intern to charge for services rendered during the project term.

Volunteers and interns are expected to maintain an arms-length relationship with borrowers and advise them in an objective, arms-length manner. Therefore, PeopleFund discourages its volunteers and interns from investing in or loaning money to a borrower or a borrower's business. If PeopleFund's borrower and volunteer/intern agree to modify their relationship from a pro-bono relationship to a for-profit relationship, the volunteer or intern must contact PeopleFund immediately to inform them of the situation.

In order to avoid situations in which PeopleFund borrowers could be taken advantage of, once a volunteer or intern has agreed to enter into a business relationship with a borrower with whom they had been volunteering, that volunteer or intern will be terminated as a volunteer of PeopleFund from that moment forward.

I,____________________, have read the policy above and agree to abide by such policy during my term as a volunteer for PeopleFund. This is evidenced by my signature below.

Intern's Signature:______________________________ Date: ______________

PeopleFund
Internal Control Documentation

Cash Receipts

- Director of Operations or Loan Administrator opens the mail.
- All loan-related mail is handed to the Loan Administrator who enters loan checks into NLS (Nortridge Loan Software).
- Transactions in NLS are imported into QuickBooks on a daily basis.
- Information is reconciled between NLS, QB and bank on a daily basis.
- The Director of Operations enters all other checks (grants, contributions, rent, etc) into QuickBooks.
- Deposits into Wells Fargo are made via the Desktop Deposit function.
- Deposits into Capital One are made at a local branch on an as-needed basis.
- Copies of checks and deposit slip information are maintained on the server.
- The CEO receives the un-opened bank statements. After reviewing and initialing, he forwards them to the CFO for reconciliation.
- Bank statements are reconciled on a monthly basis by the CFO.
- After reconciliation, the statements are returned to the CEO for review and initials.
- The CFO, Director of Operations and Loan Administrator have access to QuickBooks.

Grants, Contributions and Special Events Receipts

- The Director of Operations enters all other checks (grants, contributions, rent, etc.) into QuickBooks.
- The Director of Development & Communications is notified of any grant or contribution receipts.
- Grants are classified in QuickBooks utilizing classes.
- Special event ticket sales occur through the PeopleFund website utilizing Event Brite and PayPal.
- The Director of Development & Communications maintains a spreadsheet detailing grant and special event activity which is reconciled to QuickBooks on a periodic basis.
- As sales take place on the website, PayPal sends a notification to the Director of Development & Communications, Director of Operations and CFO.
- The CFO reconciles PayPal on a monthly basis and creates a journal entry to record activity.
- A balance of approximately $500 is maintained in the PayPal account to pay Event Brite fees and occasional other invoices.

Cash Disbursements

- Director of Operations prepares expense checks.
- Loan Administrator prepares loan-related checks.
- CEO reviews and signs checks drawn on the operating account.
- Checks over $10k require 2 signatures. All checks drawn on the Loan Fund require two signatures.
- CFO reviews check register detail to ensure proper coding.

Credit Card Transactions

- Routine bills (utilities) are charged on the Director of Operations and CFO's credit cards to take advantage of 1% cash back.
- CEO, CFO, and Director of Operations reviews invoices/statements related to the credit card charges.

- A list of authorized vendors that are charged to the credit card is maintained.
- Any single credit card charge over $10k is pre-approved by 2 parties (CEO & a Director).
- Individual card holders are provided with a monthly detail of charges to their card. They must provide receipts and class information.
- CEO and CFO reviews invoices/statements related to the credit card charges after it has been reviewed and prepared by the Director of Operations.
- CFO creates a monthly journal entry based on information provided.
- CEO reviews and initials the credit card statements as they are received.

Payroll

- Effective 6/1/13 PeopleFund engaged Insperity PEO to process payroll and benefits (prior to June, SWBC was the PEO).
- Payroll occurs semi-monthly. All employees are paid via direct deposit.
- The Director of Operations and CFO review the preliminary payroll reports generated by Insperity before approval.
- Insperity drafts the funds related to salaries, taxes and benefits from the Operating Account on payroll date.
- The CFO creates a journal entry in QB each pay period.
- Entries are reviewed by the CEO.

Bank Account Access

- Access to banking information is through the Wells Fargo Commercial Electronic Office (CEO) system. This system allows for viewing permissions and product access to be established for each user login or defined role.
- SBA accounts are held at Capital One with a similar system to the above.
- Access to certain transactions requires a CEO token. Tokens have been issued to: CEO, CFO, Director of Underwriting, Director of Lending, Loan Operations Specialist and Loan Administrator.

Wiring Funds

- Bank Wires are done through the Wells Fargo Commercial Electronic Office portal and Capital One.
- All wires to external parties require two people. One to initiate the wire, and another to approve the wire.
- Transfers between PeopleFund bank accounts at the same institution require no approval.
- Approval authorities are as follows:
    - CEO - $500k daily limit
    - CFO - $250k daily limit
    - Director of Underwriting - $250k daily limit
    - Director of Lending - $250k daily limit
- Initiating and approving wires requires use of tokens.
- Access to editing User Access and Authorizations lies with the CFO.

Investment Account

- Investment Account is managed by Sage Advisory Services in accordance with PeopleFund's Investment Policy. All funds are kept in short term fixed-income securities or cash accounts.
- Investment funds are held at Charles Schwab.

- Statements reviewed monthly by CEO & CFO.
- Withdrawals from Investment Account must be done by the CEO. Funds are transferred by wire to the PeopleFund Operating Account.

<u>Data Storage, Backup & Recovery</u>

- PeopleFund uses a third party IT vendor, mindShift Technologies. Equipment, access, and usage is monitored 24/7 and maintenance is performed routinely by a dedicated account representative and support service team who annually audits our needs, processes and procedures.
- All documents and data are stored on the central server which is held in a locked, temperature controlled room. Access to the server requires a domain login and password.
- Server is backed up daily.
- OSB (Off Site Backup) is used for critical data including client loan files, corporate documentation, financial records and the accounting files.
- Server backed up by Director of Operations with encrypted USB drives and stored offsite bi-weekly.
- Server hard drives are RAID1.
- SSL encryption on all email accessed from outside of the network (webmail and smartphones)
- Trend Anti-Virus installed on all machines. Definitions are updated as new releases are available.
- Network is protected by Fortigate 50B firewall and each machine is running Windows Firewall.
- Major PeopleFund data bases are saved in multiple locations on a secure, encrypted cloud platform.
- PeopleFund's loan servicing and data is hosted externally by Nortridge and access is web-based and password protected.
- PeopleFund's Human Resource and Payroll functions are contracted through a third party vendor (Insperity). They maintain all employee and payroll data.
- PeopleFund maintains hard and digital files, with hard copies securely stored in fire resistant units within a code accessed room.
- PeopleFund retains professional website maintenance and hosting support thorough a third party vendor offsite.
- In the event of physical damage to our facility, PeopleFund would rely on mindShift technologies for restoration and reinstatement.

Closing Procedures

On a monthly basis the CFO performs the following;

- Reconciles bank statements
- Books investment account activity
- Books prepaid amortization
- Books fixed asset capitalization and depreciation
- Records property tax accrual
- Records credit card activity
- Records PayPal activity
- Records Payroll activity
- Books accrued interest payable activity
- Prepares a rollforward of Note Receivable

Each month a Statement of Activities & Budget vs. Actual statement is prepared and given to the CEO for his review.

On a quarterly basis, the CFO books the entry to adjust the Allowance for Loan Losses.

Each quarter a complete set of financials is prepared and presented to the CEO. A summarized version of the financials is presented to the Finance/Audit Committee and to the Board of Directors for review/comment.

PeopleFund

Creating Opportunity

PeopleFund Proposal to the City of Austin
RFP5500 EAL0300 – Small Business Coaching and Technical Assistance

I. Personnel

i. Process to recruit, vet, and hire personnel to deliver technical assistance
ii. Performance organization uses to evaluate performance
iii. Resumes for all personnel who will deliver services
iv. Resumes for all personnel who will be assigned to manage delivery of services

PeopleFund
Creating Opportunity

PeopleFund Proposal to the City of Austin
RFP5500 EAL0300 – Small Business Coaching and Technical Assistance

Personnel

PeopleFund Approaches to Recruitment, Vetting, and Hiring Personnel

PeopleFund has an extensive recruiting, vetting, and hiring process for all personnel that includes background checks, references, and several in-person and phone interviews. After initial interviewing with the primary hiring manager, we have the interviewee meet with several other department employees to ask more in depth questions about motivations, career goals, qualifications, and work style. After these first two interviews, the potential employee then meets with our CEO & President for a final interview before moving forward in the hiring process.

PeopleFund has a deliberate and all-encompassing performance evaluation process. Geographic performance goals are based on the previous year's application and funding volume to ensure we are responsive to the unique needs of each community we serve. Monthly performance goals are simultaneously achievable and ambitious; loan officers provide regular updates to management at the weekly team meetings, and the education and communications teams work in tandem.

For our mentorship program, we are equally selective of prospective volunteers. Mentors are chosen carefully through an application process whereby we require previous volunteer experience, professional experience, references, and a resume to be submitted. The application is then considered by one of our Education Specialists for accuracy and analysis. The applicant must have 5+ years experience in a professional field considered to be an asset to a small business (accounting, marketing, law, finance, human resources, operations, management) or specific educational certifications (QuickBooks Pro Advisor, CPA, enrolled agent, Professional Certified Marketer, leadership) in order to be considered. The applicant then goes through an interview and orientation process with a member of the Education team where commitment, capacity, interpersonal ability, and experience are assessed to determine if the candidate is a fit for the organization. References are contacted as a final consideration.

PeopleFund Approach to Evaluating Coach's Performance, Provide Feedback and Improve Performance

A mentor's performance is evaluated after each new case with a client. Throughout the mentor pairing, the Education Specialist moderates the connection by checking in with the mentor and client weekly via phone and email. Monitored areas are mentor availability and responsiveness, the mentor's ability to meet client expectations, and interpersonal communication displayed. Post-mentor pairing, the mentor and the Education Specialist debrief over the case and recommendations are made both verbally and in writing. This follows a debrief with the client discussing the assistance provided by the mentor. Recommendations may include fixing areas of concern including becoming more responsive or responding in a faster time frame, adjusting communication style to meet the client's needs, or talking through ways the assistance could have been handled differently. Another recommendation may be to bring a second mentor of a different expertise in to collaborate.

Key PeopleFund Staff Assigned to Delivering Coaching and Technical Assistance Services

PeopleFund has an entire department dedicated to delivering comprehensive entrepreneurial programs that provide individualized attention, classroom instruction, online resources, and flexible curriculums that elevate their businesses without detracting from their daily operations. Members of the PeopleFund staff are uniquely qualified to provide 1:1 business coaching and technical assistance services.

Amber M. Kani, *Director of Advancement & Education*
In her role as Director of Advancement & Education, Amber is responsible for PeopleFund's comprehensive development strategy, including managing donor relations, community investment, fundraising, and grant writing. She also oversees the organization's external messaging, special events, community programs, public relations, and online presence. To ensure quality educational support for prospective entrepreneurs and PeopleFund clients, Amber leads educational programming and technical assistance, including the organization's volunteer program, workshops, curriculums, and online resources. Amber's in-depth knowledge of entrepreneurial education programs and years of presenting experience make her uniquely qualified to deliver individualized business coaching especially with business plans, marketing strategies, and HR inquiries.

Meghan Rauker, *Advancement Specialist & Women's Business Center Manager*
In her role as Advancement Specialist & Bloom Lab Manager, Meghan oversees all digital marketing endeavors (social media, email marketing campaigners, and paid media) as well as manages the Bloom Lab, an Austin-based Women's Business Center that offers affordable co-working space, mentorship, and small business development services to over 20 women-owned businesses. Deeply passionate about small business, Meghan works with local entrepreneurs to develop marketing strategies and provide technical assistance to empower underserved small business owners. She also coordinates with strategic partners for local, state, and federal policy initiatives that affect small business and entrepreneurs.

Jemerell Rogers, Senior Loan Officer
As a loan officer with PeopleFund, Jemerell's core objective is to identify the financial needs of entrepreneurs in our community and provide access to capital and support to grow healthy small businesses. As a member of Austin's financial industry for over 11 years and operating his own business for 4 years, Jemerell is in tune with the obstacles faced by many PeopleFund clients. He works one on one with prospective business owners covering access to capital and connecting with resources that would propel entrepreneurs to success. With a keen understanding of the traditional financial mainstream, Jemerell looks forward to creating opportunities to help small businesses thrive.

Sheyenne Alvarez, Customer Service Representative
In her role as Customer Service Representative, Sheyenne works with the Senior Loan Officer help educate start-ups, established businesses, and nonprofit clients about the loan process and to keep accurate records and ensure the necessary documentation is in place to help the loan process go as smoothly as possible. Sheyenne provides vital support for new business owners and entrepreneurs with questions about the lending process. Witnessing firsthand the individual, familial, and societal benefits that come about when underserved people are given access to education and financial resources stoked a passion in Sheyenne to get involved.

Devante' Branch *Educational Specialist & Financial Counselor*
As Education Specialist & Financial Counselor, Devante' works hand-in-hand with small business owners and entrepreneurs by coordinating the workshop calendar and providing 1:1 financial counseling. He earned his Bachelor of Business Administration in Accounting from Texas State University while being an active member of Texas State Accounting Club. Devante' provides a vital service for our clients, offering in-depth financial counselling and conducting financial analysis of client cash flow statements, balance sheets, and profit and loss. He also provides core program oversight, and recruits knowledgeable panelists and presenters for workshop sessions with an emphasis on financial literacy.

Katherine Sobel, *Educational Specialist- Curriculums & Mentorship*

Katherine joined PeopleFund passionate about advancing and extending our entrepreneurial curriculums and focusing on expanding the organization's mentor program. She earned a Bachelor's degree in Family and Consumer Sciences from Texas State, earned her Master's degree in Community Improvement through Texas Tech, and is currently pursuing her PHD in Personal Finance from Texas Tech. In her role, Katherine focuses on the sustainability of PeopleFund clients through education, training, and outreach. Some of her responsibilities include matching clients with volunteers that may help them with an aspect of their business, administering and tracking pre- and post-loan education, and coordinating educational events such as PeopleVET, PeopleStart, PeopleSpark, and Launch. Katherine works one-on-one with clients on developing business plans, financial statements, and more.

Angela Amaya, *Educational Specialist- Program & Impact*

In her role as an Education Specialist she ensures loan readiness by providing support to the programs and curriculums for the Education department. As someone passionate about impact she also manages the tracking and evaluation functions for the education department. Angela brings over 5 years of experience to PeopleFund, previously providing operational and program support at a best practices nonprofit. She is a proud member of the Fightin' Texas Aggie class of 2008 and also holds a Certificate in Nonprofit Management from the Bush School of Government and Public Service. Angela analyzes the financials of our clients to identify potential red flags about the financial health of their small businesses and correct them through comprehensive coaching.

amber m. kani

NONPROFIT PROFESSIONAL & COMMUNITY ADVOCATE

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EDUCATION

MASTER'S DEGREE
Georgetown University
Public Relations and
Corporate Communications

BACHELOR'S DEGREE
University of Texas at Austin
Government/History
Liberal Arts Honors Scholar
University Honors

CERTIFICATES
Georgetown University
Engalitcheff Institute for
Comparative Political and
Economic Systems,
Honors Scholar

SKILL SUMMARY
Program Coordination
Event Planning
Communications and Marketing
Branding and Social Media
Adobe Creative Suite
Public Policy
Public Speaking
Fundraising & Development
Grantwriting
Team Management & Leadership
Governance
Strategic Planning
Media Relations
Operations
Curriculum Development
Volunteer Management
Community Engagement
Wordpress
Impact Management
Photography

PROFESSIONAL PROFILE
Visionary nonprofit management professional with experience in policy, program development, strategic communications, fundraising, volunteer administration, and marketing. Passionate leader dedicated to philanthropy, community development, and personal growth. Award-winning volunteer manager, public speaker, and nonprofit administrator seeking a challenging and dynamic community-driven role.

EXPERIENCE

DIRECTOR OF ADVANCEMENT & EDUCATION, PEOPLEFUND (2012-PRESENT)

- Managed fundraising and marketing for nonprofit organization with $3mm+ in annual revenue; supervised development and communications staff/interns/volunteers, prepared/managed budgets, delivered 11 core educational programs
- Planned and executed organization's annual events calendar, solicited event sponsorship, recruited event attendees, developed program content and academic materials for conferences, fundraising events, workshops, and programs statewide
- Directed organization's digital media, marketing, and outreach initiatives; creation and distribution of development and program collateral, press releases, newsletters, annual report, outreach, website, and bilingual client resource materials
- Drafted grant applications, managed reporting and data tracking for all programs and services, relationship management with funders, donors, corporate partners
- Led community education program development/delivery in line with strategic plan and grant awards including educational summit and women's program, expanded bilingual mentorship program and increased membership by 200%
- Created donor stewardship/solicitation campaigns, increased board participation to 100%, expanded donor base by 150%
- Implemented all website development & design; hosting, updates, plugins, boosting annual site visits and use of site as online tool
- Oversaw municipal and state policy initiatives statewide, including action days, bill testimony, legislative support statements, and advocacy/lobbying endeavors
- Represented organization before media, at conferences, public engagement opportunities, statewide events, and policy initiatives
- Served as organization and industry advocate, testifying before legislative branch, on committees, acted as liaison with legislators
- Led programs team, supervised statewide staff of 7 fulltime employees and 15 interns
- Created and delivered 11 core programs, offered in-person and online, to diverse clients
- Maintained and tracked all relevant data to evaluate program efficiency, impact, and to ensure reach within socioeconomic target
- Managed two women's business assistance centers to provide supportive services

EXECUTIVE DIRECTOR, TEXAS STARS FOUNDATION (2010 – 2012)

- Created charitable foundation for Texas Stars Hockey Club with annual budget of $160,000.
- Executed all foundation initiatives/campaigns: major gifts, corporate sponsorships, individual giving, sales-oriented fundraisers, event-based fundraisers, et al, exceeding budget expectations by 20% and raising a surplus of ~$20,000 in first year
- Designed all corresponding marketing collateral, signage, and annual report. Maintained financial records and reported financial status to Board of Directors. Developed organization mission, bylaws, tax preparation, budgets, board documents, etc.
- Managed staff/volunteers and led corporate partnerships for events/fundraising initiatives
- Planned and executed several large-sale fundraising events and charity benefits
- Led selection and development of Board of Directors. Fostered board and volunteer engagement in foundation initiatives
- Developed donor database and processes to manage donations, grant application cycle, and prospective beneficiaries

AWARDS

Association for Economic Opportunity: 2016 Rising Star Award

Bank of America Neighborhood Builder Emerging Leader 2016

American Red Cross: 2009 Employee Excellence Award

Future Leaders in Philanthropy Honoree

Ebay Small Business Challenge: Nonprofit Edition Winner 2013

VOLUNTEER WORK

YNPN – Communications Committee Member

Heroes Night Out – Grantwriter

American Red Cross – Public Information Officer

American Heart Association – Policy Volunteer, Advocate

Association of Fundraising Professionals

BOARD & LEADERSHIP

Phoenix Arising Aviation Academy Board Member 2017

Bastrop County Food Pantry Board Member & Grantwriter 2017

Let's Overcome Vision Impairment Board Officer, Treasurer 2016

American Heart Association Statewide Leadership Council 2015-2017

Association of Fundraising Professionals Legislative Affairs Committee 2014-2015

VOLUNTEER & YOUTH SERVICES COORDINATOR, AMERICAN RED CROSS (2005-2010)

- Directed volunteers, youth volunteers, interns, and community service designees. Developed volunteer database. Planned Outreach/Recruitment events, Orientations and Volunteer Courses, Volunteer Recognition Events, et al.
- Expanded youth volunteer program by 100%. Doubled creation of youth clubs in area universities, churches, and schools
- Created two-day leadership intensive conference for youth volunteers, serving more than 150 attendees during first two years
- Created Youth Council to expand learning opportunities for youth
- Designed and developed department marketing tools: youth magazine, flyers, posters, etc. Drafted bilingual collateral
- Served as Public Information Officer in the media and in community relations campaigns

LEGISLATIVE AIDE, PENNSYLVANIA STATE HOUSE OF REPRESENTATIVES | PA 62ND (2006-2007)

- Managed correspondence to constituents, worked in conjunction with other state and local agencies to support district residents
- Assisted constituents with legislative issues and policy concerns, utilizing statewide relationship management applications
- Created and managed database for public responses to local sentiment surveys
- Represented district office at community outreach events and in public relations initiatives

ENGALITCHEFF FELLOW, CONGRESSIONAL HISPANIC CAUCUS INSTITUTE (2007)

- Conducted research projects with president & CEO's office and board of directors (both corporate and governmental)
- Wrote bilingual correspondence and press releases. Conducted impact research regarding the DREAM act and similar legislation
- Conducted policy research for grants and analysis of dropout rates in latino community, researched community centers and gauged interest in CHCI programs. Underwent training on discrimination within Hispanic community
- Served as liaison between program departments, governing board, partner agencies, and government officials

PUBLICATIONS, POLICY WORK, & SPEAKING ENGAGEMENTS

- Clinton Global Initiative University - Commitment, "Merging of Charitable Services to Better Serve AIDS Community"
- NAWBO National Conference – Panelist "How Women Can Leverage Community Lenders"
- Ebay & Paypal Nonprofit Panel: Panelist, re: Challenges facing Austin Nonprofits
- University of Texas Nonprofit Networking: Panelist, re: Nonprofit Success in Today's Economy
- WZAB Radio "The Giving Show": Guest speaker discussing Sports & Philanthropy
- Greenlights for Nonprofit Success Nonprofit Summit – Attendee
- TACDC: Panelist, re: Capital Acquisition and Fundraising in the CDFI space
- Texas Veterans Commission Veteran Entrepreneurship Program – "Access to Capital for Veteran Small Businesses"
- Association of Fundraising Professionals: Corporate Giving Roundtable
- PeopleFund Innovation Week: Presenter, "Grants 101"
- National Association of Latino Community Asset Builders Conference: Presenter "Population Specific Program Development"
- Women of Power Summit: Presenter, "Alternative Financing for Nonprofits/Small Businesses"
- Testified before Texas House and Senate re: Economic Development, Healthy Foods Access Campaign, Crowdfunding
- Texas Veterans Summit presenter: "Alternative Financing for Veteran Owned Nonprofits and Small Businesses"
- Chronicle on Philanthropy: "How 2 Nonprofit Leaders Diversified Hiring," subject, quoted

"Amber isn't just anybody. She is a unique, intelligent, self-motivated individual and an inspiration to many."- Jesus Nunez
"Amber has continued to go above and beyond her job duties each and every day. She seems to not only do her job efficiently and effectively, but seems to thoroughly enjoy it as well."-Philip Sirolli

MEGHAN RAUKER

Nonprofit Administrator. Digital Marketing Professional. Public Policy Advocate. Austin Creative.

CONTACT

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Austin TX 78722
Phone 208.440.6337
Email meg.rauker@gmail.com
Social linkedin.com/in/meghanrauker

SKILLS

Public Speaking	Fundraising
Research	Public Policy
Microsoft Office	Event Planning
Graphic Design	Customer Support
Creative Suite	Digital Marketing
Impact Measurement	Administration
Public Relations	Copywriting
Grantwriting	Business Advising
Operations	Cause Branding

AWARDS

History Book Price Award for Excellence in Middle Eastern History

National Merit Advanced Placement Scholar Graduate

REFERENCES

Amber Kani	814.207.6846
Julia Dunn	512.222.1014

EDUCATION

Bachelor of Arts with Honors, Modern History & International Relations
University of St. Andrews, Scotland

WORK EXPERIENCE

Advancement Specialist & Women's Business Center Manager, PeopleFund

- Led inkind donation campaign raising over $30,000 in packaged items
- Supported annual campaign of $3million in grants, contracts, and donations
- Oversaw all digital marketing endeavors (social media, email marketing campaigns, paid media via google grants/payperclick/social promotions
- Designed and published print and online marketing collateral statewide
- Coordinated with strategic partners for local, state, and federal policy initiatives
- Facilitated multiple legislative action days, provided policy testimony before the Texas State legislature on issues pertinent to clients served
- Managed women's business center serving 26 women-owned businesses, personally providing women with technical assistance and business advising
- Directly supervised interns, volunteers, and staff for advancement team
- Planned and implemented 6 fundraising events and 11 educational events statewide, serving more than 700 people
- Represented organization before local media, officials, partner organizations, and the public at large

Youth Market Coordinator, American Heart Association

- Presented heart healthy messages to elementary school studentws across Central Texas with audiences of up to 900 students and parents
- Led program implementation for Jump Rope For Heart and Hoops for Heart
- Served as market representative before partners, media, and health allies
- Distributed heart healthy information and supported national marketing campaigns

Communications Assistant, The Fund for Idaho

- Drafted graphic design materials, including brochures targeting nonprofits
- Created video engagement and marketing collateral for past grantees
- Interviewed local grassroots organizations and discussed goals and strategies
- Assisted major fundraising events, award ceremonies, and engagement activities with local nonprofits
- Supported administrative and communications functions

COMMUNITY ENGAGEMENT

Chair of Marketing and Outreach Sub-Committee, Greater Austin Asian Chamber Creative Economy Committee
Member, Austin Travis County Food Policy Healthy Food Access Working Group
Volunteer Grantwriter, Bastrop County Emergency Food Pantry
Member, San Antonio Hispanic Chamber of Commerce, Legislative Action Day Group
Member/Policy Participant, American Heart Association Statewide Leadership Council
Member, Opportunity Finance Network
Member, Texas Association of Community Development Corporations

Jemerell Rogers

Austin, TX
(512) 202-2657
Rogersjsr@gmail.com

Versatile financial professional with experience across multiple industries in managing resources, leading people & teams, and meeting/exceeding organizational goals and objectives. Strong in teaching, training, and building/maintaining beneficial relationships with colleagues, clients, and stakeholders to achieve exemplary results in individual performance and team accomplishments. Seeking a position in a management/leadership role where I can make a significant contribution in helping individuals and the organization exceed expectations. Focused on joining an organization that puts a priority on excellence in its products, its processes, and its people.

KEY PERFORMANCE INDICATORS

Critical Thinking
Attention to Detail
Leadership
Managing Multiple Priorities
Time Management
Adaptability
Collaboration

PROFESSIONAL EXPERIENCE

PeopleFund
Loan Officer

Responsibilities are to implement proven sales practice including, outbound calling, attending marketing events, emails, and follow ups to ensure quality.

- Interact with applicant and referral source in a prompt, professional manner that projects a positive image and reputation of organization.
- Perform a wide range of administrative functions, including: responding to incoming phone calls, organizing loan files, faxing and phoning borrower, loan updates, database entry and management.
- Collect and review initial application package and structure loan in accordance with organization and SBA requirements.
- Prepare business development officer summary report which includes and analysis of cash flow, collateral, principal and details on the subject business and the transaction.
- Screening loan request with management to maintain efficient deal flow and minimize credit risk to the organization.
- Negotiate rates and terms with applicant and secure applicant acceptance.

D.R. Horton Builders
Centralized Disclosure Specialist

Responsible for issuing initial and subsequent re-disclosures to consumers for multiple loan types in multiple states. Accuracy and timeliness are paramount due to the regulatory and business requirements related to disclosures.

- Review and interpret information to determine which disclosures are required
- Complete the required disclosures required based on information received and practical understanding of the loan process
- Verify to production team (Mortgage Loan Originators & other departments) to confirm disclosures are appropriate and correct
- Provide disclosures to DHI Mortgage customers
- Update the loan origination system to confirm disclosures have been provided to customers
- Ensure that all disclosures have been processed in a timely fashion

One West Bank Austi

Claim Analyst III Short Sale/Special Project Lead/Quality

- Detailed accounting work required for submission and reconciliation of HECM claims to HUD from investors
- Gathered, input, reviewed, and analyze loan transactions from origination through foreclosure
- Ensured compliance with laws, regulations and integrity of financial data
- Prepared financial management reports and prepare forms to collect HUD insurance proceeds
- Worked with management to ensure expense plans are achieved

IBC Bank Austi

Branch Manager

- Trained new personnel, prepared work schedules, and monitored performance
- Met with client to determine their banking needs and qualify them for loans
- Introduced new products to potential consumers and commercial accounts
- Maintained data bases and reports that measure branch performance to objectives
- Recommended approval or denial of customer loan applications
- Created and implemented strategies to expand existing customer sales, resulting in a combined 60% increase in home equity and auto loans

Saenz Trucking Co. Austi

Owner/Account Manager

- Built the business with new accounts while maintaining existing business during the economic recession that began in October, 2008
- Supervised bookkeeping, shipping, and customer service
- Managed seven transportation personnel
- Maintained order security & accuracy to ensure on-time delivery
- Created and managed the organizational budget to meet organizational goals
- Created positive relationships with employees to boost morale and to promote employee retention

Wells Fargo Bank Austi

Business Banker

- Work with customers toward solutions to their unique needs and build beneficial relationships through in-house meetings, phone, and email
- Design and implement solutions to unique business needs of customers, including lines of credit to provide working capital
- Review financial statements and maintain confidentiality of client information
- Review financial statements and ensure compliance with all laws and regulations
- Closed an average of 28 loans per month with an average of $700K in new loan dollars

Bank of America Austi

Teller Manager

- Maintained extensive knowledge of products and coached employees to meet sales goals
- Maintained control over the vault and all teller machines
- Increased staff retention rate 30% and increased sales 40% via process improvements
- Received superior customer satisfaction scores for 4 consecutive quarters
- Maintained database of loan credit histories, financial statements and other documentation
- Maintained confidentiality of bank records and client information
- Ensured compliance with regulatory requirements including Bank Secrecy Act, Anti Money Laundering, USA Patriot Act, Community Reinvestment Act, and other laws and regulations.

EDUCATION

Pursuing *Bachelor of Science* in Business/Finance from the *University of Phoenix* with approximately one year until completion. Course work completed includes Accounting, Finance, and Management.

Sheyenne Alvarez

2924 Phoenix Way, Round Rock, TX 78665   H:512-244-6889   C: 512-744-7197
sheyennealvarez@gmail.com

Profile: Organized, efficient, and detail-oriented collaborator with an array of experience in planning, organizing, and executing strategies to meet and exceed goals. Proven success in taking on leadership roles, leading teams, meeting deadlines, and producing exceptional results. Experience communicating with a diverse spectrum of clients in verbal and written form, problem-solving, and providing excellent customer service.

Summary of Skills:

- Strong organizational and time management skills
- Excellent written and oral communication
- Team management and leadership
- Proficient with Microsoft Office Suite

Education: Bachelor of Business Administration — Aug. 2015
Major: Management with a concentration in Entrepreneurial Studies — GPA in Major: 4.0
Texas State University

Experience:

Communication, Organization, Time Management

- On a strict deadline, wrote and presented a business plan that won first place in a competition judged by members of the San Marcos Chamber of Commerce.
- Pitched an idea to recruit team members for a business feasibility study, then directed team, which included conducting independent research, breaking down tasks and timelines, scheduling meetings to check progress of team members, helping others solve problems in their respective areas, meeting multiple deadlines, and leading final presentations for a professor and interested community entrepreneurs.
- Reported to and made written recommendations for guardian ad-litem attorney before scheduled court dates after conducting in-person interviews with at-risk youth.

Team Management and Leadership

- Led a group in writing and conducting a sales presentation for a department contest and won 1st place in a field of 30 teams.
- Spearheaded a charity shoe drive, using written, telephone, and in-person means of communication with community leaders and collected over 12,000 pairs of shoes in one month, setting a record for the charity.

Employment History:

Data entry clerk	Internal Revenue Service	Ogden, UT	2002-2003
Teller	First State Bank of the Florida Keys	Big Pine Key, FL	1998-1999
Agent	Horizon Airlines	Billings, MT	1996-1998

Volunteer Service:

Shoe Drive coordinator and orphanage volunteer	Dando Amor	2012-2014
Den Leader	Boy Scouts of America	2010-2013
Volunteer	Neighborhood Conference Committee	2009-2010
Volunteer	Hearthstone Healthcare	2008-2009
Activity Committee Chairperson	Local church, 300 active members	2005-2006
Court-Appointed Special Advocate	CASA of Davis County	2004-2004

Various other projects on a one-time or short-term basis

DEVANTE' BRANCH

1629 Post Road San Marcos, TX 78666 | 214.621.1165 | ddbranch001@yahoo.com

Profile

Finance and Accounting Professional with commitment to economic development, entrepreneurial financial readiness, and community engagement.

Qualifications & Skills

- Proficient and certified in Microsoft Excel with two years of experience
- Experience in creating, verifying, and adjusting Financial Statements
- Experience in supervising, and completing tasks with fellow co- workers
- Efficiently able to multitask while adequately prioritizing tasks
- Great attention to detail for optimal results
- Motivated, determined and consistent
- Well versed in verifying and posting transactions to accounting records
- Thorough understanding in what different principles affect
- Accounting, Finance, and Financial Counseling

Education

Texas State University, Bachelor of Business Administration, Accounting

Professional Experience

PeopleFund, Education Specialist &Financial Counseling

- Developed workshop calendar and coordinate venue, registration, outreach, and speaker needs for all sessions. Core program oversight over workshops, 1:1 financial counseling, and microloan clients
- Liaised between strategic partners, the marketing/fundraising teams, and provide information for sponsorship opportunities.
- Conducted financial analysis of client cash flow statements, balance sheets, and profit and loss, communicating and coordinating additional educational support when needed.
- Built relationships and conduct outreach for workshop sessions: sponsors, speakers, partners, etc.
- Recruited panelists and presenters for workshop sessions with an emphasis on financial literacy and business education.
- Served as primary point of contact for networking programs, workshop sessions, and educational events. Collaborated with the education specialist for curriculums, mentorship program, and online portal.

PeopleFund, Accounting & Finance Intern

- Collaborated with loan administration and finance team to support client ACH payments, client inquiries, and loan administration for community development lender
- Educated diverse and low income entrepreneurs about access to capital, loan readiness
- Reconciled Accounts and assembled balance sheet statements
- Conducted review and analysis of PeopleFund Investments and Debt Covenants
- Managed and prepared specialized reports, forms, fee structure forms, and other finance

Community Engagement & Civic Activism

The speaker of the House in the Student Council of Southwestern Oklahoma State University
Member of the Southwestern Oklahoma State football team from
Member of Texas State Accounting Club
Member of NABA

References

Amber Cooney, Director of Advancement & Education, PeopleFund, amber@peoplefund.org
Julia Dunn, CFO, PeopleFund, Julia@peoplefund.org

Katherine N. Sobel

613 West Slaughter Lane, Austin, TX, 78749
Cell: (832) 264 0220
E-mail: sobel.katherine@gmail.com

Education:

Bachelor's Degree: Texas State University – Consumer Affairs (Teaching cert. in Family and Consumer Sciences)
May 2015 GPA 3.4
Master's Degree: Texas Tech University – Lubbock (Concentration in Family and Consumer Sciences Education - expected graduation date December of 2016) **GPA: 3.88**

Work Experience:

PeopleFund (501C (3))
Education and Training Specialist

- Collaborate with financial institutions to develop, coordinate, and teach financial education programs and workshops all over Texas
- Provide and track client pre- and post-loan education
- Match mentors to client-specific financial needs
- Manage client sustainability

Round Rock Independent School District
Paraprofessional
Jan. 2016 – June 2016

- Educational assistant to the special education teacher in the functional academic classroom
- Understand and work with, individually and as a group, students with various physical and cognitive special needs
- Plan, interpret, and execute lessons in the functional academic classroom
- Modify and accommodate lessons in the general education classroom
- Experience in grant writing

Round Rock Independent School District
Substitute
Sept. 2015 – Jan. 2016

- Executed lessons in the classroom when the teacher was absent
- Experience with behavior management
- Worked with all levels, including special education, CTE, elementary, middle, and high school

Pflugerville Independent School District
Student Teacher
Spring 2015

- Interning at Pflugerville High School in the Family and Consumer Sciences Dept.
- Taught Child Development, Ready, Set, Teach!, Fashion Design, and Principles of Human Services

Chasco Family YMCA

"Young Chefs in Training" Teacher/Member Services Representative

Dec. 2014 – Feb. 2016

- Register families for membership and programs
- Help members with account trouble shooting
- Knowledge of the Annual Campaign, financial assistance, cash handling procedures, Christianson member database, and programs happening in all parts of the facility
- Teaching Young Chef's in Training – an introductory cooking class for 6-12 year olds (6 week course and summer camp) – design, plan, and built all curriculum, budgeting and program coordination
- Promote building healthy families
- Have worked for multiple YMCA's since Jan. 2011

Texas State Department of Housing and Residence Life

Desk worker, Promoted to Resident Assistant

May 2013 – Dec. 2014

- Managed and worked for the welfare of 86 residents in an apartment style setting
- Promoted the use of campus resources
- Put on educational and social events
- Collaborated with other residence halls in order to provide a better residential experience
- Attended training and professional development in order to provide a better residential experience
- Mediated resident confrontations
- Helped with basic desk duties, maintenance requests, on-call nights, and programs
- Experience with budgeting and program funding

Volunteer Work and Community Involvement:

Swipes for the Homeless

(Spring 2014 – Present)

- Organized a program that gathers students' un-used meal swipes to feed the homeless for a night once a semester
- Sustained through the organization SNO (Student Nutrition Organization)

Hays-Caldwell Women's Center

(Fall 2014)

- Helped clean and maintain the center kitchen, front area, and bedrooms
- Organized donations and materials
- Helped with room changes when a guest or family moved out

Southside Homeless Shelter

(Spring 2013)

- Helped clean and maintain the shelter kitchen and living area
- Helped cook meals for shelter weekly

Halloween Village

(Annually beginning Fall 2013)

- Organized a Halloween carnival for the Texas State maintenance and custodial staff put on at Bobcat Village Apartments
- Admission to the carnival is one canned good and all proceeds benefit the Hays-Caldwell Women's Center

Bobcat Build

- Participated annually beginning Spring 2013

Leadership Experience:

- Attended Hatton Sumners Leadership Conference in Austin, Texas (Fall 2013)
- Attended and presented at the National Collegiate Honors Council Conference (Fall 2014)
- Completed Texas State's Capstone: Step forward, give back through the Leadership Institute (Spring 2014)
- Completed the Housely Principled Leadership Program (Fall 2014)
- Completed Leadershape: Texas State (Summer 2014)
- Attended the LBJ Presidential Library Museum Tour (Fall 2014)
- Held leadership positions in various student organizations (detailed above)
- Attended the FCSTAT mid-winter conference (Spring 2015)
- Facilitated at Leadershape: Texas State (Summer 2015)
- Involved in Leadership Austin (Summer 2016 – Present)

Scholarly Work:

- Entrepreneurship, Leadership, and Team Building: class projects (published in Alkek Library Fall 2013)
- Administrative and Professional Competencies in the Career and Technical Workforce (research project completed Fall 2014)
- Financial Literacy Case Study of the Students Who Have Graduated From Cypress Lakes High School: A research Proposal (Spring 2016)
- Walsh Middle School PTA Grant: From Farm to Table (Spring 2016)

Angela Amaya

5204 Guadalupe Street, Unit A, Austin, TX 78751
512-633-9971• angela.a.amaya@gmail.com

Fun, resourceful, organized leader with proven success in delivering solutions that build trust. As an engineer by training I have a knack for analysis and systems; wanting to solve problems and create efficiencies to help the organization become more impactful. As an INTJ I have honed my listening skills, and seek first to understand clients to ensure I exceed expectations and build positive working relationships.

- **Data management**
- **Project management**
- **Relationship building**
- **Adult instruction**
- **Troubleshooting**
- **Content creation**
- **Process improvement**
- **Adept writer**
- **Client retention**

Technology: Salesforce Administration, SharePoint Administration, PC/Mac, MS Office Suite, Adobe Pro, InDesign, Photoshop, Facebook, Twitter, LinkedIn, Formstack, Survey Monkey

NOTABLE ACHIEVEMENTS

- Managed and migrated organization's cloud server from JungleDisk to Office365, including giving internal trainings and creating process documentation
- Managed the migration of hosted exchange server from Rackspace platform to Office365 Exchange server
- Became the trusted go-to of internal technical requests, pc troubleshooting, and software administration
- Drove member retention and acquisition through timely delivery of member benefits

RELEVANT PROFESSIONAL CAREER HISTORY

PeopleFund, Austin, Texas **2016-Present**

Education Specials, Impact & Program Measurement
aka: data enthusiast, education and small business advocate

I'm a data nerd and advocate for PeopleFund's educational programs, developing reports that indicate our community impact. I ensure that our database stays in pristine condition through education to staff and meticulously ensuring clean data goes in. As part of the education team I also support tracking data and analysis of educational enrollment, program completion, and conversions. Additionally, I help our clients succeed through continually improving internal process and creating documentation for internal team members.

Mission Capital, Austin, Texas **2011–2016**

Administrative Coordinator (2011–2016)
aka: tech guru, versatile go-to support, systems enthusiast

As the first friendly face of a small nonprofit organization I balanced priorities in a fast-paced environment, listening carefully to provide the best solutions for both internal team requests, and external client requests with timeliness and accuracy. Within my first 6 months I earned the title of tech support as I utilized my analytical and research skills to problem solve for our internal computer issues. As part of the operations team I helped over 500 member organizations take advantage of their member benefits and internally helped retain these members through accurate customer data management as a Salesforce Administrator. Additionally, I helped continually improve internal processes, creating easy to follow documentation for internal team members.

- Fostered relationships through administration of data for over 500 member organizations and 100 partners
- Retained over 500 members through accurate delivery and coordination of member benefits

- Improved internal tech support process, and provided ongoing internal training as needed
- Manage and administer internal technology including Office 365, Salesforce, and Asterisk Maintenance Tools

University Federal Credit Union, Austin, Texas **2010–2011**

Teller 1

aka: relationship builder, process aficionado, marketing and sales go-getter

As a Teller, my main goal was to build trust by serving our members through quickly analyzing and identifying where they could maximize their membership benefits. I was on the front line of creating a great customer service experience; honing my communication and marketing skills as I met sales goals, analyzed members' financial needs and kept a keen eye for detail to ensure all federally mandated laws were upheld.

- Improved teller training process by developing team training tools.
- Developed marketing material for new product in effort to increase member service and loyalty
- 2010 Excellence in Leadership Award at University Federal Credit Union
- 2010 Perfect Attendance Awardee at University Federal Credit Union

EDUCATION & PROFESSIONAL DEVELOPMENT

Bachelor of Science in Industrial Distribution
Texas A&M University

Graduate Certificate in Nonprofit Management
Bush School of Government & Public Service – Texas A&M University

Digital Imaging I&II
Austin Community College

Key PeopleFund Staff Assigned to Managing Delivery of Services

Our experienced and qualified upper management staff will be responsible to managing the delivery of small business coaching and technical assistance.

Gary Lindner, ***CEO & President***

In 2010, Gary Lindner became President & CEO. Since then, PeopleFund, a non-profit 501 (c) (3) has grown from a 5 county central Texas service area to a statewide lender (254 counties) with enormous social and economic impact. He hired a high energy staff, and successfully opened seven PeopleFund offices across the state, and tripled outstanding loans. From 2004-2015, Mr. Lindner has been responsible for 6,000 Community Development Financial Institution (CDFI) loans to Texas small businesses. Previously, he was Chief Operating Officer at ACCION Texas from 2004-2010 where he quadrupled the outstanding loan portfolio to over $30 million. Mr. Lindner also was SVP of a private insurance company and set profitability records. During his distinguished 29 year military career, he flew intensive air combat missions in Southeast Asia, followed by a series of increasingly challenging flying, staff, and three CEO assignments. He achieved the rank of Colonel and Command Pilot status. An Air Force Academy graduate, Mr. Lindner earned a master's degree from Auburn University. He has served on numerous local, regional, state and national non-profit boards.

Julia Dunn, ***Chief Financial Officer***

As Chief Financial Officer, Julia is responsible for monitoring all internal financial and accounting controls, provides financial modeling and analysis experience to the Executive Team and program staff. Julia has twenty years of non-profit accounting and finance experience. She began her career at KPMG in Dallas and worked as an Audit Manager for non-profit engagements. Additionally, she has served as Director of Finance for several non-profit agencies. Julia received her Bachelor's Degree in Accounting and an MBA (Accounting Emphasis) from Texas Tech University.

Amber M. Kani, ***Director of Advancement & Education***

In her role as Director of Advancement & Education, Amber is responsible for PeopleFund's comprehensive development strategy, including managing donor relations, community investment, fundraising, and grant writing. She also oversees the organization's external messaging, special events, community programs, public relations, and online presence. To ensure quality educational support for prospective entrepreneurs and PeopleFund clients, Amber leads educational programming and technical assistance, including the organization's volunteer program, workshops, curriculums, and online resources. In addition to being a business coach herself, Amber manages the Advancement and Education Department that will be primarily responsible for delivering small business coaching and technical assistance. Amber also advocates for policy action and legislation that supports economic development and community growth. Originally from Pennsylvania, Amber relocated to Austin to complete her degrees in History and Government from the University of Texas and she is currently pursuing her Master's degree in Corporate Communications and Public Relations from Georgetown University. Prior to joining PeopleFund in 2012, Amber served as the founding Director of the Texas Stars Foundation, as well as managed volunteer and youth services for the American Red Cross. Early in her public sector career, Amber worked with the Congressional Hispanic Caucus Institute and the Pennsylvania House of Representatives to advocate for equity and opportunity for all.

Rocio Vallejo, ***Director of Lending***

As Director of Lending, Rocio is passionate about entrepreneurship; for the last 10 years she has devoted her time to assisting small business owners with access to capital and business development. She also held management roles in national banks with Texas locations. Before joining PeopleFund, Rocio was responsible for central Texas loan production and portfolio management for Accion Texas, Inc. Rocio holds an MBA in Business Management from Texas A&M–Commerce. In 2011, Rocio, her husband, and her two small children moved from their hometown, El Paso, to the Austin area and have enjoyed every minute of what the Greater Austin community has to offer their family. Rocio is responsible for statewide loan production and ensures we have loan products responsive to the need of our clients.

Shay Erickson, ***Director of Operations***

Shay joined the PeopleFund staff in April 2010 and has over 14 years of administrative and managerial experience. Shay earned a Bachelor's degree from University of Wisconsin at Madison and a Master's Degree in Counseling from St.

Edward's University in Austin, Texas. Throughout her career she has volunteered with several non-profit organizations, and currently divides her time between her budding psychotherapy practice and providing support to PeopleFund's growing programs and services.

Laura Shock, ***Director of Underwriting & Risk Management***
In her role as Director of Underwriting and Risk Management, Laura is responsible for analyzing each loan request for associated risk and compliance with internal credit policy and alignment to PeopleFund's mission to create economic opportunity and financial stability for underserved populations. Laura brings years of underwriting expertise that will be invaluable to entrepreneurs seeking capital. She believes that small businesses are the key to local economic development and sustainability. Prior to joining PeopleFund, Laura worked as a Credit Products Officer in the Austin Business Banking group at Bank of America. She has held commercial underwriting positions with KeyBank in Seattle and GE Capital in Chicago. Laura received her Bachelor's degree from the University of Illinois, Urbana-Champaign.

PeopleFund
Creating Opportunity

Gary L. Lindner Colonel USAF (ret.)
PeopleFund President & CEO

Recruited by PeopleFund Board of Directors in 2010 to be President & CEO, Gary Lindner was given the challenge to grow and professionalize the organization. Since 2010, PeopleFund, a non-profit 501 (c) (3) has grown from a 5 county central Texas service area to a statewide lender (254 counties) with enormous social and economic impact. Gary Lindner hired a high energy staff with impeccable professional credentials, and successfully opened seven PeopleFund offices across the state.

Under Gary Lindner's leadership, the outstanding loan portfolio has more than tripled. He had PeopleFund become a certified Small Business Administration (SBA) micro lender, SBA 7a Community Advantage leader, and SBA 504 lender. From 2004-2015, Mr. Lindner has been responsible for over 6,000 loans to Texas small business owners. Mr. Lindner's accomplishments at PeopleFund include:

- Successful merger and control of two Dallas non-profits – The Plan Fund (2012) and Southern Dallas Development Corporation (2015)
- 2012 National Board Chair of the Association of Enterprise Opportunity
- 2013 $15 million New Markets Tax Credit Allocation – successfully deployed
- 2013 Greater Austin Chamber of Commerce Executive Leadership Award
- 2015 SBA Veteran Small Business Owner Champion of the Year
- 2015 Austin Business Journal Best Non-profit CEO of the Year
- 2015 #1 Community Advantage Lender for SBA Dallas Fort Worth District

Previously, he was Chief Operating Officer at ACCION Texas from 2004-2010 where he quadrupled the outstanding loan portfolio to over $30 million and successfully implemented the SBA 504 loan program. Mr. Lindner also headed a major division of a private insurance brokerage company and set profitability records. During his distinguished 29 year military career, he flew intensive air combat missions in Southeast Asia, followed by a series of increasingly challenging flying, staff, and CEO assignments. He was CEO (Commander) of a flying squadron, Del Rio Texas, Tempelhof Air Base, Berlin Germany, and Lackland Air Force Base, San Antonio Texas. As Air Education & Training Command Chief of Staff, he directed a 1500 person staff responsible for worldwide training of 93,000 Air Force members. He achieved the rank of Colonel and Command Pilot status. During his career he earned numerous military awards to include 3 Legions of Merit, the Distinguished Flying Cross, and 9 Air Medals. An Air Force Academy graduate, Mr. Lindner earned a master's degree from Auburn University. He is a life member of the Veterans of Foreign Wars, a member of the Military Order of Daedalians, Air Force Academy Saber Society, and Knights of Columbus. He has served on numerous local, regional, state and national non-profit boards.

2921 E. 17th Street, Austin, TX 78702 phone 512.47.8087 fax 512.472.8191 www.peoplefund.org

Julia Dunn, C.P.A.

725 Annika Way Bastrop, Texas 78602 512-947-5972 dunnjulia@yahoo.com

PROFESSIONAL SUMMARY

Non-Profit Management ~ Finance & Accounting

Certified Public Accountant with 20 years of experience both directing the operations/finances of organizations and auditing them for compliance with generally accepted accounting principles.

PROFESSIONAL EXPERIENCE

PeopleFund Austin, TX
Director of Accounting & Finance January 2013 - Present
PeopleFund is a non-profit services organization creating economic opportunity for underserved people by providing access to capital, education and resources to build small businesses.

- Preparation of monthly financials, annual budget and annual audit
- Monitoring all internal financial and accounting controls
- Providing financial modeling and analysis

CASA of Bastrop County, Inc. Bastrop, TX
Finance and Program Director July 2010 – December 2012
CASA of Bastrop County, Inc. is a non-profit services organization advocating for children in foster care.

- Preparation of monthly financials, annual budget, annual audit and 990
- Supervision of staff and volunteers
- Recruitment and training of volunteers
- Responsible for grant writing and compliance

Gindler, Chappell, Morrison & Co., P.C. Austin, TX
Audit Manager November 2008 - July 2010
Gindler, Chappell, Morrison & Co., P.C. is a local audit, tax and consulting firm.
Management of audit engagements including:

- Mentoring and supervision of audit staff
- Reviewing audit workpapers and financial statements
- Developing audit procedures and approach
- Technical research
- Reporting to and assisting Partner

CASA of Bastrop County, Inc. Bastrop, TX
Financial Assistant April 2005 – October 2008
CASA of Bastrop County, Inc. is a non-profit services organization advocating for children in foster care.

- Full cycle accounting
- Preparation of monthly financials, monthly grant reports, annual audit and 990
- Preparation and monitoring of annual budget

Family Crisis Center Bastrop, TX
Financial Assistant February 2003 – October 2005
Family Crisis Center is a non-profit services organization providing services to victims of violence and abuse.

- Full cycle accounting, preparation of quarterly and annual financial statements
- Preparation of monthly grant reports
- Payroll and human resource function

Accomplishments

- Received unqualified audit opinions

The Center for American and International Law Plano, TX
Director of Finance June 1998 – May 2002
The Center for American and International Law is a non-profit continuing legal education provider.

- Full cycle accounting, preparation of quarterly and annual financial statements
- Supervision of A/P and A/R clerk, Registrar, Associate Registrar and Receptionist
- Preparation of the annual budget, tax return and 5500 returns
- Director of Human Resources and general office administration

KPMG, L.L.P. Dallas/Fort Worth, TX
Assurance Manager July 1997 – June 1998
KPMG. is an international audit, tax and consulting firm.
Management of non-profit and governmental audit engagements including:

- Scheduling and staffing of audits
- Mentoring and supervision of audit staff
- Reviewing audit workpapers and financial statements
- Client relations and billing
- Developing audit procedures and approach
- Technical research
- Developing proposals including estimates of staff hours and fees
- Responsible for meeting sales goals for new and existing clients
- Reporting to and assisting Partner

Assurance Supervising Senior July 1995-June 1997
Assurance Senior July 1994-June 1995
Assurance Staff July 1993-June 1994
Assurance Assistant July 1992-June 1993

EDUCATION

Texas Tech University
Lubbock, Texas
Master of Business Administration - Accounting, 1991
Bachelor of Business Administration - Accounting, 1990

License & Affiliations
Texas State Board of Public Accountancy - License No. 062748

TECHNICAL SKILLS

Microsoft Office, Adobe, Quickbooks, MIP Accounting Software, F9 Reporting

CURRENT COMMUNITY INVOLVEMENT

CASA Advocate
Bastrop County Emergency Food Pantry and Support Center (handling financials since 2006)

amber m. kani

NONPROFIT PROFESSIONAL & COMMUNITY ADVOCATE

814.207.6846

2705 E. 17TH STREET

AMBERMARIEKANI@GMAIL.COM

LINKEDIN.COM/IN/AMBERKANI

EDUCATION

MASTER'S DEGREE

Georgetown University
Public Relations and
Corporate Communications

BACHELOR'S DEGREE

University of Texas at Austin
Government/History
Liberal Arts Honors Scholar
University Honors

CERTIFICATES

Georgetown University
Engalitcheff Institute for
Comparative Political and
Economic Systems,
Honors Scholar

SKILL SUMMARY

Program Coordination
Event Planning
Communications and Marketing
Branding and Social Media
Adobe Creative Suite
Public Policy
Public Speaking
Fundraising & Development
Grantwriting
Team Management & Leadership
Governance
Strategic Planning
Media Relations
Operations
Curriculum Development
Volunteer Management
Community Engagement
Wordpress
Impact Management
Photography

PROFESSIONAL PROFILE

Visionary nonprofit management professional with experience in policy, program development, strategic communications, fundraising, volunteer administration, and marketing. Passionate leader dedicated to philanthropy, community development, and personal growth. Award-winning volunteer manager, public speaker, and nonprofit administrator seeking a challenging and dynamic community-driven role.

EXPERIENCE

DIRECTOR OF ADVANCEMENT & EDUCATION, PEOPLEFUND (2012-PRESENT)

- Managed fundraising and marketing for nonprofit organization with $3mm+ in annual revenue; supervised development and communications staff/interns/volunteers, prepared/managed budgets, delivered 11 core educational programs
- Planned and executed organization's annual events calendar, solicited event sponsorship, recruited event attendees, developed program content and academic materials for conferences, fundraising events, workshops, and programs statewide
- Directed organization's digital media, marketing, and outreach initiatives; creation and distribution of development and program collateral, press releases, newsletters, annual report, outreach, website, and bilingual client resource materials
- Drafted grant applications, managed reporting and data tracking for all programs and services, relationship management with funders, donors, corporate partners
- Led community education program development/delivery in line with strategic plan and grant awards including educational summit and women's program, expanded bilingual mentorship program and increased membership by 200%
- Created donor stewardship/solicitation campaigns, increased board participation to 100%, expanded donor base by 150%
- Implemented all website development & design; hosting, updates, plugins, boosting annual site visits and use of site as online tool
- Oversaw municipal and state policy initiatives statewide, including action days, bill testimony, legislative support statements, and advocacy/lobbying endeavors
- Represented organization before media, at conferences, public engagement opportunities, statewide events, and policy initiatives
- Served as organization and industry advocate, testifying before legislative branch, on committees, acted as liaison with legislators
- Led programs team, supervised statewide staff of 7 fulltime employees and 15 interns
- Created and delivered 11 core programs, offered in-person and online, to diverse clients
- Maintained and tracked all relevant data to evaluate program efficiency, impact, and to ensure reach within socioeconomic target
- Managed two women's business assistance centers to provide supportive services

EXECUTIVE DIRECTOR, TEXAS STARS FOUNDATION (2010 – 2012)

- Created charitable foundation for Texas Stars Hockey Club with annual budget of $160,000.
- Executed all foundation initiatives/campaigns: major gifts, corporate sponsorships, individual giving, sales-oriented fundraisers, event-based fundraisers, et al, exceeding budget expectations by 20% and raising a surplus of ~$20,000 in first year
- Designed all corresponding marketing collateral, signage, and annual report. Maintained financial records and reported financial status to Board of Directors. Developed organization mission, bylaws, tax preparation, budgets, board documents, etc.
- Managed staff/volunteers and led corporate partnerships for events/fundraising initiatives
- Planned and executed several large-sale fundraising events and charity benefits
- Led selection and development of Board of Directors. Fostered board and volunteer engagement in foundation initiatives
- Developed donor database and processes to manage donations, grant application cycle, and prospective beneficiaries

AWARDS

Association for Economic Opportunity: 2016 Rising Star Award

Bank of America Neighborhood Builder Emerging Leader 2016

American Red Cross: 2009 Employee Excellence Award

Future Leaders in Philanthropy Honoree

Ebay Small Business Challenge: Nonprofit Edition Winner 2013

VOLUNTEER WORK

YNPN – Communications Committee Member

Heroes Night Out – Grantwriter

American Red Cross – Public Information Officer

American Heart Association – Policy Volunteer, Advocate

Association of Fundraising Professionals

BOARD & LEADERSHIP

Phoenix Arising Aviation Academy Board Member 2017

Bastrop County Food Pantry Board Member & Grantwriter 2017

Let's Overcome Vision Impairment Board Officer, Treasurer 2016

American Heart Association Statewide Leadership Council 2015-2017

Association of Fundraising Professionals Legislative Affairs Committee 2014-2015

VOLUNTEER & YOUTH SERVICES COORDINATOR, AMERICAN RED CROSS (2005-2010)

- Directed volunteers, youth volunteers, interns, and community service designees. Developed volunteer database. Planned Outreach/Recruitment events, Orientations and Volunteer Courses, Volunteer Recognition Events, et al.
- Expanded youth volunteer program by 100%. Doubled creation of youth clubs in area universities, churches, and schools
- Created two-day leadership intensive conference for youth volunteers, serving more than 150 attendees during first two years
- Created Youth Council to expand learning opportunities for youth
- Designed and developed department marketing tools: youth magazine, flyers, posters, etc. Drafted bilingual collateral
- Served as Public Information Officer in the media and in community relations campaigns

LEGISLATIVE AIDE, PENNSYLVANIA STATE HOUSE OF REPRESENTATIVES | PA 62ND (2006-2007)

- Managed correspondence to constituents, worked in conjunction with other state and local agencies to support district residents
- Assisted constituents with legislative issues and policy concerns, utilizing statewide relationship management applications
- Created and managed database for public responses to local sentiment surveys
- Represented district office at community outreach events and in public relations initiatives

ENGALITCHEFF FELLOW, CONGRESSIONAL HISPANIC CAUCUS INSTITUTE (2007)

- Conducted research projects with president & CEO's office and board of directors (both corporate and governmental)
- Wrote bilingual correspondence and press releases. Conducted impact research regarding the DREAM act and similar legislation
- Conducted policy research for grants and analysis of dropout rates in latino community, researched community centers and gauged interest in CHCI programs. Underwent training on discrimination within Hispanic community
- Served as liaison between program departments, governing board, partner agencies, and government officials

PUBLICATIONS, POLICY WORK, & SPEAKING ENGAGEMENTS

- Clinton Global Initiative University - Commitment, "Merging of Charitable Services to Better Serve AIDS Community"
- NAWBO National Conference – Panelist "How Women Can Leverage Community Lenders"
- Ebay & Paypal Nonprofit Panel: Panelist, re: Challenges facing Austin Nonprofits
- University of Texas Nonprofit Networking: Panelist, re: Nonprofit Success in Today's Economy
- WZAB Radio "The Giving Show": Guest speaker discussing Sports & Philanthropy
- Greenlights for Nonprofit Success Nonprofit Summit – Attendee
- TACDC: Panelist, re: Capital Acquisition and Fundraising in the CDFI space
- Texas Veterans Commission Veteran Entrepreneurship Program – "Access to Capital for Veteran Small Businesses"
- Association of Fundraising Professionals: Corporate Giving Roundtable
- PeopleFund Innovation Week: Presenter, "Grants 101"
- National Association of Latino Community Asset Builders Conference: Presenter "Population Specific Program Development"
- Women of Power Summit: Presenter, "Alternative Financing for Nonprofits/Small Businesses"
- Testified before Texas House and Senate re: Economic Development, Healthy Foods Access Campaign, Crowdfunding
- Texas Veterans Summit presenter: "Alternative Financing for Veteran Owned Nonprofits and Small Businesses"
- Chronicle on Philanthropy: "How 2 Nonprofit Leaders Diversified Hiring," subject, quoted

"Amber isn't just anybody. She is a unique, intelligent, self-motivated individual and an inspiration to many."- Jesus Nunez
"Amber has continued to go above and beyond her job duties each and every day. She seems to not only do her job efficiently and effectively, but seems to thoroughly enjoy it as well."-Philip Sirolli

"She is a very self-motivated individual that achieves goals necessary for success."-Janice Moran

ROCIO VALLEJO

117 Edison Dr
Hutto, Texas 78634

vallejo_rocio@yahoo.com
Phone: (512)595-1400

SUMMARY OF QUALIFICATIONS

Results-oriented, customer-focused professional with 10+ years of strong sales and account management experience. Exceptional ability to inspire confidence in customers and gain trust through attentive service and efficient problem solving. Experienced in all phases of the sales process with demonstrated ability to handle consultative sales, contract negotiations, and Sales Representative training and performance evaluation. Recognized for ability to quickly penetrate new markets to drive revenues. Proficient in assisting business owners start or expand their ventures through strategic planning and implementation. Thrive on new challenges and possess a keen focus on excellence in job performance and teamwork to obtain optimal results.

Core Competencies:

- Account Development / Management
- Business-to-Business Sales
- Service Enhancement
- Staff Training / Development
- Revenue Growth
- Project Coordination
- Financial Analysis
- Strategic Planning
- Customer Service Skills
- Public Relations

Computer Proficiency: Microsoft Office and Industry-Specific Software
Bilingual in English and Spanish

EDUCATION

Masters Business Administration — **May 2014**
Texas A&M Commerce — **Commerce, Texas**

BS Business Management — **May 2004**
University of Phoenix — **Santa Teresa, New Mexico**

PROFESSIONAL EXPERIENCE

DIRECTOR OF LENDING — **Feb. 2014 - Present**
PeopleFund — **Austin, Texas**

- Responsible for overseeing all aspects of the loan operations, supervising the lending team and managing the loan portfolio. Develop new client relationships and structure loan programs to fit clients' needs. Collaborate and cooperate with other PeopleFund Departments to advance the mission of PeopleFund throughout Texas.

LOAN OFFICER — **2012-2014**
ACCION Texas — **Austin, Texas**

- Responsible for building and maintaining a healthy loan portfolio of micro and small business clients while providing excellent customer service. Partner with local loan officers, business advisors, and community leaders to provide their clients alternatives to access to capital. Organize and host information sessions and seminars that provide the small business community financial literacy and resources in an effort to help them grow their business.

BRANCH TEAM LEADER **2011 – 2012**
REGIONS BANK **Round Rock, Texas**

- Responsible for managing teller staff and personal banker in addition to providing numerous banking services to a client base of personal consumers and business owners; profiled customers and explained, promoted, and sold bank products; prospect new clients; trained and coached tellers and personal banker towards the practice of excellence in client profiling

BUSINESS DEVELOPMENT ADVISOR **2008 – 2011**
FREELANCE **El Paso, Texas**

- Counsel prospective and existing business owners, consulting on market research, proposal development and presentation, contract negotiations, and follow-up; assist clients in early business development and business expansion through strategic planning, loan preparation, financial analysis, accounts receivables and accounts payables, and securing necessary certifications, including TxDOT DBE, HUB, and 8A.
- Direct business owners towards increased productivity and cash flow by analyzing daily operations and implementing innovative improvements.

BUSINESS BANKER **2007 – 2008**
JP MORGAN CHASE **El Paso, Texas**

- Responsible for providing excellent account assistance to a client base of business owners; profiled customers and explained, promoted, and sold bank products and special account services offered; prospect new clients in collaboration with personal bankers; trained personal bankers towards the practice of excellence in client profiling.
- Managed a portfolio of over 400 clients; acquired an average of 25 new banking relationships each month.

STORE MANAGER / BUSINESS SPECIALIST / PERSONAL BANKER **2004 – 2007**
WELLS FARGO BANK, N. A. **El Paso, Texas**

- Thoroughly profiled clients to discern the strongest asset management plan for each customer's individual needs; evaluated and processed business secured/unsecured conventional loans, lines and SBA financing; developed and maintained banking relationships.
- Promoted to store manager, directing a diverse staff of over 30 people, including bankers, service managers, and tellers; exceeded sales goals every quarter; trained and developed staff towards the goal of enhanced customer satisfaction and increased revenue growth.

PROFESSIONAL ORGANIZATIONS

LIONS CLUB INTERNATIONAL
Round Rock Noon Lions Club President 2011 - 2012
El Paso Five Points Lions Club Director 2008 – 2010

GREATER AUSTIN HISPANIC CHAMBER OF COMMERCE
Member 2012 - Present

4703 Gonzales Street
Austin, TX 78702

(512) 264-4942
shay.erickson@yahoo.com

Shay Erickson

Experience

2010 - Present **PeopleFund** **Austin, TX**

Director of Operations

Manages all aspects of business and staff operations, including bookkeeping, payroll, invoicing, A/R, vendor relations, HR, timesheet reporting, benefits coordination, corporate insurance and policies, IT, equipment management, facility operations, corporate communication and documentation, and support for events, grants, and technical assistance programs. Serve as point of contact for staff, clients, partners and Board of Directors.

2006 - 2010 **Austin Ear, Nose & Throat Clinic** **Austin, TX**

Practice Manager

Manage busy surgical practice. Responsible medical billing, coding, and accounts receivables, benefit verification, authorization/pre-cert/referrals, scheduling, and check out. Other duties include employee supervision, hiring, and training - including the development of a job description, advertising, interviewing potential candidates over the phone and in person. Streamlined scheduling to maximize practitioner productivity and customer satisfaction. Helped to design and develop a new Audiologist Assistant position.

2005 - 2006 **Senior Psychological Care, Inc.** **Houston, TX**

Practice Manager

Directed daily operations for growing mental healthcare company servicing 42 long term care facilities throughout San Antonio and greater Houston. Recruited Psychiatrists, Psychologists, Social Workers, and Professional Counselors to provide mental health care needs. Supervised and managed all medical professionals. Established in-house electronic billing and hired staff to meet necessary needs. Established policies and procedures for employee hiring, training, and supervising performance and productivity. Developed systems and protocols for all aspects of the business, e.g., practitioner orientation and compensation, credentialing, employee review and compliance, patient referrals and payor verification, and practitioner procedural manuals. Implemented marketing and PR Plan for new and existing nursing homes, patients and their families, referring physicians, and medical directors.

2000 – 2005 **Affiliated Mental Health Professionals, SC** **Chicago, IL**

Practice Manager

Managed large private psychiatric practice with locations in Chicago, Skokie, and Barrington, IL. Recruited, hired, trained, and supervised employees. Instituted in-house billing and collections, and trained employees in multiple fee schedules, coding and denial resolution, accounts receivables, patient statements, and HIPAA privacy and insurance contract compliance. Designed procedures and forms to simplify relationships with third party payors. Transitioned a significant portion of patients to self pay.

2000 **Saint Mary's Care Center** **Madison, WI**

Certified Nursing Assistant (CNA)

Provided care to residents on an acute unit at a long-term care facility.

1998 - 1999 **Hope Haven** **Madison, WI**

Case Manger

Assisted and supervised drug treatment residents in chemistry, math, biology, and English. Processed research data for grants.

1998 **Autism and Behavioral Consultants** **Madison, WI**

Line Therapist

Behavioral therapist for children with Autism.

	1996-1997	**Public Schools of Madison**	**Madison, WI**
Education	**Licensed Professional Counselor, License #67966**		
	2011	Texas State Board of Examiners of Professional Counselors	
	Master's of Art in Counseling – Dual Track LMFT/LPC		
	2007-2010	St. Edward's University	Austin, TX
	Bachelor of Arts in Social Welfare and Art		
	1995-2000	**University of Wisconsin**	**Madison, WI**
Additional Training	**Current**	**Texas Notary Public**	**Austin, TX**
	Notary Public- Commission Expires April 2020		
	03/17/09	**Stericycle**	**Austin, TX**
	OSHA Training/Blood borne Pathogens		
	01/17/09	**Zuptko Seminars**	**Austin, TX**
	Medicare 2008 Part B Regulatory Update		
	06/20/08	**Seton Family of Hospitals**	**Austin, TX**
	Medicare 2008 Part B Regulatory Update		
	10/07/08	**Texas Medical Association**	**Austin, TX**
	Medicare 2008		
	04/24 – 04/06/06	**American Management Association**	**Dallas, TX**
	Improving Your Project Management Skills		
	03/09/06	**Trailblazer Enterprises, LLC**	**Dallas, TX**
	Psychiatric Services		
	Fall, 2004	**College of Lake County**	**Grayslake, IL**
	Nx Level Business for Entrepreneurs		
	10/29/04	**The Medical Management Institute**	**Chicago, IL**
	Mastering Medicare		
	07/13/04	**Cross Country University**	**Chicago, IL**
	Advanced Coding, Billing and Reimbursement for Physicians		
	03/11/04	**QuadraMed Corporation**	**Chicago, IL**
	Collect from Patient and Insurance Companies		
	03/11/04	**The Medical Management Institute**	**Chicago, IL**
	Coding for Optimal Reimbursement		
	06/12/03	**Ask-Doug Seminars, Inc.**	**Chicago, IL**
	Accounts Receivable Collections Workshop		

Computer Skills

Microsoft Office XP Prof., local area networks, remote access, billing/scheduling software (Quickbooks, Lytec, Medisoft, Centricity), funds transfer and Adobe Acrobat 9 Pro.

Laura B. Shock

2205 Farnswood Circle ~ Austin, TX 78704 ~ 773-771-9280 ~ lbmeier@yahoo.com

Experience:

PeopleFund — Austin, TX
Director of Underwriting & Risk Management — 3/15 – Present

- Responsible for the loan portfolio and managing risk through adherence to current loan policy and implementing updates as needed.
- Oversees the underwriting staff and enacts signing authority for all loan applications.
- Manages the delinquency and collections process, which includes foreclosures, collateral recovery, and liquidation.
- Creates initiatives to improve processes and increase efficiencies related to loan application, underwriting, closing and monitoring.
- Provides leadership team visibility around the composition and risk profile of the portfolio and underlying financial results and condition.
- Uphold the organization's mission of creating economic opportunity and financial stability for underserved populations by providing access to capital, education, and resources to build healthy small businesses.

Bank of America – Commercial Banking — Austin, TX
Senior Credit Products Officer, Senior Vice President — 9/10 – 2/15

- Analyzed financial statements and client selectivity factors to support risk based lending decisions, which included an understanding and functional use of GAAP.
- Responsible for the entire life cycle of loans, from structuring, underwriting, and closing, to maintaining post close, including renewals and modifications.
- Performed detailed analytical modeling to identify performance trends and projected results under various scenarios, including the manipulation of profit & loss statements, working capital capacity, and investment returns.
- Minimized financial risk through ongoing monitoring with strict adherence to compliance and regulatory guidelines.

KeyBank – Commercial Banking — Seattle, WA
Sr. Underwriter, Vice President — 7/07 – 7/10

- Manipulated financial data for sensitivity testing, including actual to budget variance analysis, through Excel modeling and developing spreadsheet reports.
- Verified all due diligence information and ensured compliance with internal and external policies and procedures.
- Acted as the liaison for both verbal and written communication between clients' executive level management and internal partners.

General Electric – Commercial Finance — Chicago, IL
Associate – GE Antares — 6/03 – 6/07

- Conducted field exams that included account reconciliations and review of general ledger account balances along with supporting documentation.
- Managed and trained deal teams, ranging from 2 to 5 people.

Education:

University of Illinois — Urbana-Champaign, IL

- Bachelor of Science in Finance; May 2003
- Cumulative GPA: 3.9/4.0

Technical: Proficient in Microsoft Office, strong verbal and written communication skills, detail oriented with a focus on accuracy and efficiency, collaborative partner with the ability to multitask, and accountable for results.

Interests: Yoga Alliance Certified 200-hour Registered Yoga Teacher; currently teaching at Breath and Body Yoga, Austin. SUP Yoga Certified. Africa Yoga Project Mentor.

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Section 2

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A. Local Business Presence

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A. Local Business Presence

Proof of Headquarters within Austin city limits for 5 Years

From 1994-2010, PeopleFund operated out of 207 Chalmers Avenue and after a capital campaign relocated to 2921 E. 17th Street, both in Austin. Both the Chalmers and 17th street locations are in predominantly minority neighborhoods and low income census tracts. The current headquarters is within an African American cultural heritage district as well as off of bus and rail transit, making our headquarters accessible to small businesses. Also located within our headquarters is a women's business center to provide technology support, free business advising, and a professional space to host meetings and business coworking.

Employees Reside within the City of Austin

For the purposes of this program, PeopleFund will wholly utilize service providers who live and work in Austin and are acutely familiar with the technical assistance and capital needs of diverse and underserved small business owners.

Amber Kani, Director of Education	2705 E. 17th Street Austin TX 78702
Katherine Sobel, Education Specialist	3621 W. Slaughter Lane Austin TX 78749
Meghan Rauker, Advancement Specialist	2604 Manor Road #230 Austin TX 78722
ıngela Amaya, Education Specialist	5204 Guadalupe Street Unit A Austin TX 78751
Devante Branch, Education Specialist	[currently relocating to Austin from San Marcos]
Jemerell Rogers, Senior Loan Officer	9415 McNeil Drive #523 Austin TX 78759

Local Business Presence – Historic Information

In 1994, PeopleFund was founded initially as Austin Community Financial, then Austin Community Development Corporation in partnership with the City of Austin. For 23 years, PeopleFund has been a hub of economic development, providing business counseling, technical assistance, access to capital, nonprofit financing, startup support, new markets tax credit, and significant community development through projects large and small. Since inception, PeopleFund has provided over 75,000 hours of technical assistance, renovated 110,000 sq. ft. of blighted property in Austin, and lent nearly $60 million. We've provided educational support and affordable small business capital to community favorites like Bennu Coffee and Juan in a Million, but also valuable health clinics, in home healthcare, senior transport services, animal veterinary care, and more. Our nonprofit technical assistance and capital has empowered community organizations like Montessori for All, African American Youth Harvest Foundation, Cook.Learn.Grow, and the Refugee Coalition of Central Texas. We've supported the growth of Ecology Action of Central Texas, and Worker's Defense Project while incubating valuable small businesses like the Women's Community Center of Central Texas. Our technical assistance has ensured that small businesses thrive and grow, and together our clients in Austin have created nearly 2,000 FTE jobs.

Local Business Presence – Client Testimonials from Austin

Let Kelly – single mom hiring other single moms.

"The opportunity for advancement beyond my goals and my dreams. It was a stair step to an area that I didn't even now existed. And for that I'm so grateful. To have someone look at me and see something that I can't see, and then become that person and become successful...priceless." – Kelly Jedele, Founder,

Let Kelly is an all-encompassing cleaning and personal concierge business. PeopleFund support enabled Let Kelly to hire 18 employees and grow from a home based business into a brick and mortar.

Time, so they say, is the most precious gift one can give. It seems that Kelly Jedele has found a way of giving her clients this present. Kelly established Let Kelly, an all-encompassing cleaning and personal-assistant services business. For Kelly, .he greatest joy in life is giving her clients more time for their children, family, and themselves by taking care of their cleaning, organizing and errands. PeopleFund gave Kelly the resources needed to move her business out of her house as well as to keep her business running. Furthermore, Kelly says that PeopleFund "gave me the vision and confidence I needed to see myself as an owner of a company." She reports that when PeopleFund began helping her in 2013 her business grew by 40%, and today she is always busy. For Kelly, PeopleFund means opportunity for advancement beyond her initial goals and dreams.

ALEON Properties Inc. – Charmane Sellers

Charmane Sellers ran a property management business when the housing bubble burst. She took it in stride, transitioning the business into construction and contracting and creating one of Austin's most successful and recognized small businesses, ALEON Properties, Inc. A veteran herself, Charmane regularly hires veterans to ensure that those who have honorably served our country are able to make a living for themselves once they return to civilian life.

Rational Longevity Wellness Group – Dr. Kristen Shepard

Dr. Kirsten Shepard found her way to becoming a chiropractor after a car accident in college that left her in a great deal of pain. Typical pain medication made her too drowsy to pay attention in class while no medication left her in too much pain to move. She looked for alternative answers to her problem and found it in chiropractic medicine. After a short time, she was in better shape than before her accident and decided to pursue a medical career helping people in the same way.

After finishing her degrees at the University of Texas at Austin and the Parker College of Chiropractic in Dallas, Dr. Shepard practiced in Los Angeles for three years before coming back home and opening her own practice in the Rosedale neighborhood. In addition to her successful office in Austin, she has recently opened a second location in Killeen off of the East Stan Schlueter Loop.

Dr. Shepard wants to give others the same life changing experience that she had when she discovered chiropractic and holistic health care. She takes the time to get to know each of her patients and get to the root of their problems rather than just throwing medication at them. She makes it her mission to spend 45-60 minutes with each of her patients and design a unique wellness plan so they can live and be their best. Dr. Shepard works alongside Tamara Norris, a licensed acupuncturist, Tandy Gutierrez, a health coach, and Dr. Gregory T. Davis, who practices internal medicine and alternatives to surgery.

Crema Bakery & Café – Jessica Forkner

Jessica opened Crema Bakery & Café in April 2013 after owning a dessert catering business four years prior. However, her passion for baking started much earlier. As a young girl, Jessica remembers coming home from school to bake banana bread and cookies with her grandfather. Her days baking side by side with him instilled a lasting desire to sweeten the world with her treats. With the encouragement of her friends and family, Jessica decided to hone in on her dream and open the first bakery/café in the neighborhood.

The initial stages proved to be a challenging process, including finding staff who understood Jessica's innovative concept to be, not just a bakery, but the center of a community, managing cash flow, finding ideal vendors, and lastly, managing to balance her time as a mother, wife, and entrepreneur. Even when confronting these hardships, Jessica always remained resilient, reminding herself that she's "sacrificing now to build for the future." The burdens that arose from the process of opening a new business, became much less heavy after Jessica discovered PeopleFund at a City of Austin Small Business Funding Fair.

Peoplefund gave Jessica the loans necessary to sign the lease for her business location, allowing her to turn her dream into a reality. Jessica was grateful that PeopleFund did not stop there, but rather continued to follow her process and help her every step of the way, saying that "when getting building permits took longer than anticipated, PeopleFund worked directly with me to ensure that I didn't run out of money before the opening of the store." Fast forward to today and Crema Bakery and Café is thriving with a diverse core of loyal customers who love the fresh food, pastries, and espresso that are made by scratch by her amazing staff. In a couple months, Jessica will be celebrating the first anniversary of her store, and looks forward to seeing her business grow everyday—first thing on the agenda is to expand the menu!

Crema Bakery and Café's impact surpasses food, leaving a lasting impression on the neighborhood's connectivity. The most rewarding part of having her own bakery, Jessica says, is that she "loves to be a part of people's daily lives in big and small ways." Just like the days Jessica used to bake in the kitchen with her grandfather, Crema Bakery and Café has that distinct homey feel that gives it the rare opportunity to touch the lives of families and individuals in the community.

Her advice for entrepreneurs seeking to start their own businesses: "Firstly, be prepared to sacrifice a lot, from friends to family to sleep, your life will get much more hectic. Secondly, make sure you have a good business plan and have someone who can keep you on track financially, because chances are you will be too busy to do that yourself. Thirdly, be careful who you hire—they represent you. Lastly, take care of yourself and everything will follow suit."

DYLAN WYLDE - Jessica Conaway

One of the first things people think of when they hear Austin, Texas is "Keep Austin Weird," but they might not know how the motto originated. "Keep Austin Weird" was meant to promote and support local businesses of Austin and its unique indie lifestyle. In 2008, Jessica Conaway came to Austin and 6 years later, after learning the ropes of the boutique industry, has made her contribution to the Keep Austin Weird motto by starting her own boutique–DYLAN WYLDE.

Dylan, meaning born of the sea, and Wylde, meaning untamed and free, is a reflection of Conaway's passion for the untamable ocean and anything uniquely wild. Originally from Virginia Beach, Conaway says she really misses the ocean since living in Austin, but has found a way to flawlessly mash an ocean culture with a more desert environment. "I visited Marfa a while ago and realized that the desert was basically the ocean flipped upside down, and it was just as beautiful and wild." In her boutique, the ceramic water pots and wave-patterned blankets flow effortlessly with the sandy colored walls to mix with the stone necklaces and large chunks of sandstone strewn about as display pieces.

The customer service is just as unique as the DYLAN WYLDE culture. Conaway greets everyone at the door and rather than ask what she can help you find, wants to get to know each customer and their unique style and help find something perfect just for you. Jessica Conaway started DYLAN WYLDE with the belief that art comes from everyday objects – whether it's a new pair of high waisted jeans or hand crafted candles – and encourages everyone to surround themselves with whatever art makes them happy.

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B. Service disabled Veteran Business Enterprise

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Service Disabled Veteran Business Enterprise

PeopleFund is not a certified service disabled veteran business enterprise, however, the organization currently has a pending application under consideration with the State of Texas to gain such status.

During his distinguished 29 year military career, he flew intensive air combat missions in Southeast Asia, followed by a series of increasingly challenging flying, staff, and CEO assignments. He was CEO (Commander) of a flying squadron, Del Rio Texas, Tempelhof Air Base, Berlin Germany, and Lackland Air Force Base, San Antonio Texas. As Air Education & Training Command Chief of Staff, he directed a 1500 person staff responsible for worldwide training of 93,000 Air Force members. He achieved the rank of Colonel and Command Pilot status. During his career he earned numerous military awards to include 3 Legions of Merit, the Distinguished Flying Cross, and 9 Air Medals.

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C. Non-Collusion, Non-Conflict of Interest, and Anti-Lobbying

CITY OF AUSTIN, TEXAS
SECTION 0810
NON-COLLUSION,
NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING CERTIFICATION

The term **"Offeror"**, as used in this document, includes the individual or business entity submitting the Offer. For the purpose of this Affidavit, an Offeror includes the directors, officers, partners, managers, members, principals, owners, agents, representatives, employees, other parties in interest of the Offeror, and any person or any entity acting for or on behalf of the Offeror, including a subcontractor in connection with this Offer.

1. **Anti-Collusion Statement.** The Offeror has not in any way directly or indirectly:

   a. colluded, conspired, or agreed with any other person, firm, corporation, Offeror or potential Offeror to the amount of this Offer or the terms or conditions of this Offer.

   b. paid or agreed to pay any other person, firm, corporation Offeror or potential Offeror any money or anything of value in return for assistance in procuring or attempting to procure a contract or in return for establishing the prices in the attached Offer or the Offer of any other Offeror.

2. **Preparation of Solicitation and Contract Documents.** The Offeror has not received any compensation or a promise of compensation for participating in the preparation or development of the underlying Solicitation or Contract documents. In addition, the Offeror has not otherwise participated in the preparation or development of the underlying Solicitation or Contract documents, except to the extent of any comments or questions and responses in the solicitation process, which are available to all Offerors, so as to have an unfair advantage over other Offerors, provided that the Offeror may have provided relevant product or process information to a consultant in the normal course of its business.

3. **Participation in Decision Making Process.** The Offeror has not participated in the evaluation of Offers or other decision making process for this Solicitation, and, if Offeror is awarded a Contract no individual, agent, representative, consultant, subcontractor, or sub-consultant associated with Offeror, who may have been involved in the evaluation or other decision making process for this Solicitation, will have any direct or indirect financial interest in the Contract, provided that the Offeror may have provided relevant product or process information to a consultant in the normal course of its business.

4, **Present Knowledge.** Offeror is not presently aware of any potential or actual conflicts of interest regarding this Solicitation, which either enabled Offeror to obtain an advantage over other Offerors or would prevent Offeror from advancing the best interests of the City in the course of the performance of the Contract.

5. **City Code.** As provided in Sections 2-7-61 through 2-7-65 of the City Code, no individual with a substantial interest in Offeror is a City official or employee or is related to any City official or employee within the first or second degree of consanguinity or affinity.

6. **Chapter 176 Conflict of Interest Disclosure.** In accordance with Chapter 176 of the Texas Local Government Code, the Offeror:

   a. does not have an employment or other business relationship with any local government officer of the City or a family member of that officer that results in the officer or family member receiving taxable income;

b. has not given a local government officer of the City one or more gifts, other than gifts of food, lodging, transportation, or entertainment accepted as a guest, that have an aggregate value of more than $100 in the twelve month period preceding the date the officer becomes aware of the execution of the Contract or that City is considering doing business with the Offeror. and

c. does not have a family relationship with a local government officer of the City in the third degree of consanguinity or the second degree of affinity.

7. As required by Chapter 176 of the Texas Local Government Code, Offeror must file a Conflict of Interest Questionnaire with the Office of the City Clerk no later than 5:00 P.M. on the seventh (7th) business day after the commencement of contract discussions or negotiations with the City or the submission of an Offer, or other writing related to a potential Contract with the City. The questionnaire is available on line at the following website for the City Clerk:

   http://www.austintexas.gov/department/conflict-interest-questionnaire

   There are statutory penalties for failure to comply with Chapter 176.

   If the Offeror cannot affirmatively swear and subscribe to the forgoing statements, the Offeror shall provide a detailed written explanation with any solicitation responses on separate pages to be annexed hereto.

8. **Anti-Lobbying Ordinance.** As set forth in the Solicitation Instructions, Section 0200, paragraph 7N, between the date that the Solicitation was issued and the date of full execution of the Contract, Offeror has not made and will not make a representation to a City official or to a City employee, other than the Authorized Contact Person for the Solicitation, except as permitted by the Ordinance.

Amber Kani

Amber Kani, Director of Education

11/17/17

SHAY DAM-ERICKSON
Notary Public, State of Texas
Comm. Expires 04-20-2020
Notary ID 126446639

Shay Dam-Erickson SHAY DAM-ERICKSON

11/17/2017

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D. Proposal Acceptance Period

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Proposal Acceptance Period

PeopleFund accepts the proposal acceptance period and the physical, electronic, and flash drive formats will be submitted subsequent to the RFP closing date.

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E. Proprietary Information

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E. Proprietary Information

PeopleFund Approach to Proprietary Information

PeopleFund agrees to disseminate information as requested to the City of Austin and understands that all materials submitted on behalf of this grant to the City becomes public property and is subject to the proposal to be disclosed. PeopleFund also agrees to identify all proprietary information and understands that all unmarked sections will be deemed non-proprietary and available upon public request.

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F. Cost Proposal

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PeopleFund Proposal to the City of Austin
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F. Cost Proposal

Number of Hours Anticipated

As indicated by PeopleFund's work plan, after the initial program development 30-day window, program implementation would be a minimum of 60 hours per month, dependent upon client engagement, related administration, and entrepreneur needs. The 60 hour per month anticipates 4 hours of direct meeting per client, with 5 clients per month outside of the Biz Aid orientation sessions, and supplemental travel and reporting hours.

16 hours of monthly office hours at the SBP Business Solutions Center
8 hours of monthly attendance and engagement at the BizAid orientation sessions
20 hours of monthly direct meeting with clients (anticipated 4 hours x 5 clients monthly)
10 hours of monthly administrative work, correspondence, impact measurement data entry, and coordination
2 hours of coordination of monthly billing, reimbursement paperwork, and related administrative
2 hours of monthly update information shared with SBP
2 hours of monthly travel related to this proposal
Total of 60 hours per month, or 720 hours over the 12 month program period.

PeopleFund also projects an additional 75 hours for program development, template design, and coordination with the City to get the program developed and prepared for implementation within the initial four week window.

Service Delivery Rate

The service delivery rate was calculated based upon 10% of overhead for staff salaries and fringe benefits for those providing the technical assistance, initial project startup costs, including setup and design of program impact measurement intake forms, presentation materials, graphic design and program outreach costs, travel, and other program related expenses, PeopleFund developed the service delivery rate of **$100 per hour.**

At this rate, PeopleFund can provide 900 hours of business education and technical assistance, deploying staff advisors from our education and lending teams, as well as senior leadership when needed. The service delivery rate is inclusive of all program supplies, promotion, staffing, travel, and fees incurred from items such as software used in business plan development and data tracking databases. PeopleFund will absorb any fees from facility usage and any related liability. Copies of insurance policies are included in subsequent sections of this proposal.

Statement of Pro-Bono Services

PeopleFund fully recognizes that clients participating in this program shall not be charged, referred to for-profit entities, or assessed fees for any services rendered under this contract. In addition, PeopleFund understands all proceeds from participant registration belong to the City of Austin. All administrative costs have been included in the above service delivery rate and number of anticipated service delivery hours. Enclosed in subsequent sections of this proposal is the statement of pro-bono services that all staff, interns, and volunteers sign. Further, PeopleFund staff and governing board sign a conflict of interest policy.

Total Costs

$7,500 Initial Program Development Window (estimated 75 hours)* Service rate of $100 per hour.
$6,000 Per month baseline cost for program delivery (projected 60 hours per month) * Service rate of $100 per hour.
Total Cost (based on 60 hours per month) $79,500

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G. Acknowledgement of Proposal Preparation Costs

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G. Acknowledgement of Proposal Preparation Costs

PeopleFund Acknowledgement of Proposed Preparation Costs

PeopleFund understands and agrees that it is responsible for all costs directly or indirectly related to the preparation of a response to the RFP or any oral presentation required to supplement and/or clarify a proposal, which may be required by the City of Austin.

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PeopleFund Proposal to the City of Austin
RFP5500 EAL0300 – Small Business Coaching and Technical Assistance

Section 3

PeopleFund
Creating Opportunity

PeopleFund Proposal to the City of Austin
RFP5500 EAL0300 – Small Business Coaching and Technical Assistance

A. Acknowledgement of Evaluation Factors and Award

PeopleFund hereby acknowledges the evaluation factors set out by the Proposal RFP5500 EAL0330 and agrees to the scoring criteria proposed by the City and will comply with evaluation factors outlined in the Proposal.

City of Austin SMBR Small & Minority Business Resources

GOAL DETERMINATION REQUEST FORM

Buyer Name/Phone	Liz Lock/ 512-974-2034	**PM Name/Phone**	Blake Smith/ 512-974-7618
Sponsor/User Dept.	EDD/ 5500	**Sponsor Name/Phone**	Michelle Clemons/ 512-974-2713
Solicitation No	RFP 5500 EAL0300	**Project Name**	Small Business Coaching and Technical Assistance
Contract Amount	$90,000/annually	**Ad Date (if applicable)**	10/23/17

Procurement Type

- ☐ AD – CSP
- ☐ AD – Design Build Op Maint
- ☐ IFB – IDIQ
- ☒ Nonprofessional Services
- ☐ Critical Business Need
- ☐ Sole Source*
- ☐ AD – CM@R
- ☐ AD – JOC
- ☐ PS – Project Specific
- ☐ Commodities/Goods
- ☐ Interlocal Agreement
- ☐ AD – Design Build
- ☐ IFB – Construction
- ☐ PS – Rotation List
- ☐ Cooperative Agreement
- ☐ Ratification

Provide Project Description**

One-on-one coaching and technical assistance to small business owners and individuals seeking to strat a small business.

Project History: Was a solicitation previously issued; if so were goals established? Were subcontractors/subconsultants utilized? Include prior Solicitation No.

No previous contract

List the scopes of work (commodity codes) for this project. *(Attach commodity breakdown by percentage; eCAPRIS printout acceptable)*

91838- 100%

Liz Lock	10/3/2017
Buyer Confirmation	**Date**

** Sole Source must include Certificate of Exemption*
***Project Description not required for Sole Source*

FOR SMBR USE ONLY

Date Received		**Date Assigned to BDC**	

In accordance with Chapter2-9(A-D)-19 of the Austin City Code, SMBR makes the following determination:

☐ Goals	% MBE	% WBE
☐ Subgoals	% African American	% Hispanic
	% Asian/Native American	% WBE
☐ Exempt from MBE/WBE Procurement Program	☒ No Goals	

City of Austin
SMBR
Small & Minority Business Resources
Opening the door to opportunities

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This determination is based upon the following:
☐ Insufficient availability of M/WBEs ☐ Insufficient subcontracting opportunities ☐ Sufficient availability of M/WBEs ☐ Sole Source ☐ No availability of M/WBEs ☒ No subcontracting opportunities ☐ Sufficient subcontracting opportunities ☐ Other *If Other was selected, provide reasoning:*
MBE/WBE/DBE Availability
There are 26 M/WBEs certified firms who may bid as primes.
Subcontracting Opportunities Identified
No subcontracting opportunities identified.

Rachelle Delouis	
SMBR Staff	**Signature/ Date**
	10/6/17
SMBR Director or Designee	**Date** 10/11/17
Returned to/ Date:	